



**AGENDA
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, February 1, 2024
Briefing Workshop at 6:00 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle	Place 4 – Na'Cole Thompson
Place 1 – Kathryn Pantalion-Parker	Place 5 – Chris Czernek
Place 2 – Esme Mattke Longoria, Mayor Pro Tem	Place 6 – Becki Ross
Place 3 – David McDonald	Interim City Manager – Isaac Turner

The meeting will also be live-streamed at the following link: <https://www.leandertx.gov/video>.

BRIEFING WORKSHOP - CONVENE AT 6:00 PM

1. Open Meeting.
2. Roll Call.
3. Capital Improvement Projects update

REGULAR MEETING – CONVENE AT 7:00 PM

4. Open Meeting, Invocation and Pledges of Allegiance.
5. Roll Call.
6. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

7. Recognitions/Proclamations/Visitors.
 - Black History Month (February)
8. Leander Chamber of Commerce and Visitors Center Report

CONSENT AGENDA: ACTION

9. Approval of the minutes for meeting held on January 18, 2024.
10. Approval of the extension of the application expiration for Subdivision Case FP-21-0006 Rosenbusch Phase 3; more particularly described by Williamson Central Appraisal District Parcel R599344;

generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.

11. Approval of the extension of the application expiration for Subdivision Case P1CP-22-0017 Lenox Hill Townhomes; more particularly described by Williamson Central Appraisal District Parcel R653589, generally located on the west side of Ronald W. Reagan Boulevard, approximately 750 feet south of Niles Drive, Leander, Williamson County, Texas.
12. Approval of the extension of the application expiration for Subdivision Case PP-22-0003 Greenlight Village preliminary plat; on two (2) parcels of land approximately 14.02 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District R031386 and R031387; generally located on the south side of Hero Way West, east of N. Bagdad Rd and west of Broade Way, Leander, Williamson County, Texas.
13. Acceptance of streetlight public improvements for Northline Phase 1 and Texas Department of Licensing and Regulation (TDLR) sidewalk improvements for Phase 1, Blocks S, T, and U, and driveway improvements for Northline Blocks C, D, L, and M.
14. Approval of the over-sizing costs from eight (8)- inch waterlines to sixteen (16)- inch waterlines reimbursable expenses as stated in the terms of the Development and Cost Participation Agreement for Public Improvements for the Hilltop Ranch Subdivision; and authorizing the Interim City Manager to execute any and all necessary documents.
15. Ratify the approval of an alternate date of January 27, 2024 for a Special Event Permit and street closures for the Martin Luther King Day March and Celebration in Old Town Park originally approved by the City Council on December 21, 2023.
16. Approval of a Resolution authorizing a Purchasing Agreement by and between the City of Leander and Siddons Martin Emergency Group, LLC for the purchase of fire service apparatus parts, equipment, and repair services, and related goods through BuyBoard Contracts 651-21 and 698-23 in the total amount of \$687,500.00 for the term of the contract expiring September 30, 2024 and March 31, 2026 respectively; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

PUBLIC HEARING: ACTION

17. Conduct a Public Hearing regarding Subdivision Case CP-23-0024 to adopt the Enclave at Crystal Falls Concept Plan and Preliminary Plat on four (4) parcels of land approximately 19.53 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031345, R031341, R031342, and R559253; generally located on the north side of East Crystal Falls Parkway approximately 1,000 feet west of Ronald W. Reagan Boulevard., Leander, Williamson County, Texas.
 - Discuss and consider action regarding Subdivision Case CP-23-0024 as described above.

REGULAR AGENDA

18. Discuss and consider action on Fiscal Year 2025 Budget Planning, Calendar, Guidelines, and Objectives.
19. Discuss and consider action on a Resolution in support of temporary actions deemed necessary to implement Phase 4 response measures as described in the Water Conservation and Drought Contingency Plan.

20. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*
21. Council Member Closing Statements.
22. Convene into Executive Session pursuant to:
 1. Section 551.071 and 551.072, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel and acquisition of property regarding a recreation center; and
 2. Section 551.071, Texas Government Code, and Section 1305, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Public Utilities Commission Docket No. 53063, petition by outside city ratepayers appealing the water rates established by the City of Leander, Texas; and
 3. Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager search; and
 4. Section 551.074, Texas Government Code to discuss Interim City Manager assignments and duties.

Reconvene into open session to take any action deemed appropriate in the City Council's discretion regarding:

1. recreation center; and
2. Public Utilities Commission Docket No. 53063, petition by outside city ratepayers; and
3. City Manager search; and
4. Interim City Manager assignments and duties.

23. Adjournment

CERTIFICATION

This meeting will be conducted pursuant to the Texas Government Code Section 55 1.001 et seq. At any time during the meeting the Council reserves the right to adjourn into Executive Session on any of the above posted agenda for which state law authorizes Executive Session to be held, including but not limited to Sections 55 1.071 [litigation and certain Consultation with attorney], 551.072 [acquisition of interest in real property], 55 1.073 [prospective gift to city], 55 1.074 [certain personnel deliberations], 551.076 [deployment/implementation of security personnel or devices], or 551.087 [Deliberations regarding Economic Development Negotiations]. The City of Leander is committed to compliance with the American with Disabilities Act. Reasonable modifications and equal access to communications will be provided upon request. Please call the City Secretary at (512) 528-2743 for information. Hearing impaired or speech disabled persons equipped with telecommunication devices for the deaf may call (512) 528-2800. I certify that the above agenda for this meeting of the City Council of the City of Leander, Texas, was posted on the bulletin board at City Hall in Leander, Texas, on the 26 day of January 2024 by 5:00 p.m. pursuant to Chapter 551 of the Texas Government Code.



Dara Crabtree, City Secretary
TRMC



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Capital Improvement Projects update

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

Attachments:

1. CIP Update

CIP Projects Update

Feb. 1, 2024

Dan Grimsbo *Executive Director of Infrastructure*

Robert Powers *Executive Director of Finance*

Emily Truman *City Engineer*

Gina Ellison *Public Works Director*

Mark Tummons *Parks & Recreation Director*

Water CIP Projects

Projects completed **\$3.7M**

W.6	Falcon Oaks Water Improvements	\$300K
W.75	Water Master Plan	\$150K
W.74	Bagdad Terminus Phase II Rehab (design only)	\$1.4M
T.12	Raider Way & Woodview Drive Impr. (water line only)	\$1.5M

Projects under design **\$45.4M**

W.46	RR Storage Tanks and BP Station	\$24M
W.55	Hero Way West EST	\$2M
W.18	RM 2243 Pipeline	\$4.2M
BCRUA	Phase 2A	\$196K
W.42	Water Meter AMI	\$15M

Water CIP Projects

Projects under construction

\$160M

W.69	SC WTP Sludge and Redundant Train	\$21.8M
W.22	Downtown Fire Improvements	\$2.4M
W.41	San Gabriel EST	\$8.3M
W.72	Lakeline Waterline	\$3.2M
W.80	BCRUA Barge Raw Water Intake Line (\$6.7M)	\$800K Leander
W.84	BCRUA Delivery Points	\$1.5M
W.32	BCRUA Phase 2 (\$225M) + Phase 1D (\$16M) + Permanent Power (\$20M)	\$120M Leander
W.82	Developer Agreements for oversized water lines	\$2.0M

Water CIP Projects

Projects with funding needs

\$76.5M

CO bonds in FY 2024

		<u>Cost</u>	<u>Funded</u>	<u>Needed</u>
W.74	Bagdad Terminus Phase II Rehab	\$18.5M	\$10M	\$8.5M
W.42	Water Meter AMI	\$15M	\$5M	\$10M
BCRUA	Phase 2A Design (\$7M est.)	\$7M	--	\$3.5M Leander

CO bond in FY 2025

W.46	RR Storage Tanks, Booster Pump Station	\$25M	--	\$25M
BCRUA	Phase 2A Construction (\$60M est.)	\$60M	--	\$30M Leander

Wastewater & Stormwater CIP Projects

Projects completed \$3.7M

WW 17/18	WWTP Aeration and Sludge		\$4.0M
WW.16	Eagle Way, Mica Lane, Topaz Lane		\$1.1M
WW.20	Falcon Oaks Wastewater Improvements		\$4.5M
WW.47	I&I Study		\$160K
WW.29	BCRWWTP 30 MGD Expansion	(March 2024)	\$12.5M
WW.50	BCRWWS Buy-In Treatment Plant Real Property		\$2.9M

Projects under design \$6.8M

WW.41	North Bushy Creek Interceptor Improvements	(Benbrook)	\$3.8M
WW.49	East Street Utilities		\$1.5M
WW.51	BCRWWS Tertiary Filters		\$1.0M
WW.48	Wastewater Master Plan		\$500K

Projects under construction \$15.9M

WW.43	FM 2243 Lift Station		\$3.4M
WW.44	WW Lift Station Rehabilitation – 3 Phases		\$5.6M
WW.46	Reclaimed Water System		\$6.9M
BCRWWS	Change order for BCRWWTP 30 MGD Expansion	(TBD)	--

Transportation CIP Projects

Projects completed \$6.3M

T.11	San Gabriel Design/Extension Phase 2 Design		\$1.3M
T.52	Heritage Grove Road	(design only)	\$595K
T.68/33	Traffic Signals at RR/Hero Way, Bagdad/Sonny		\$1.1M
T.97	FY23 Roadway Rehabilitation		\$2.5M
T.70	Yaupon Grove Ln	(design only)	\$800K

Projects under design \$24.6M

T.58	US 183 Corridor Study		\$500K
T.49/53/17	South St./West Drive/Intersection Improvements		\$7.0M
T.48	San Gabriel Pkwy Phase 3	(design only)	\$1.0M
T.41	Hero Way East (RM 2243) (\$60M est.)	(easements)	\$13.9M Leander
T.20	San Gabriel Pkwy Right Turn	(out for bid)	\$800K
T.71	Collaborative Way/Bagdad Signal	(out for bid)	\$1.4M

Projects under construction \$15.0M

T.12	Raider Way & Woodview Drive Improvements		\$15.0M
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Transportation CIP Projects

Projects with funding needs

\$76.5M

CO bonds in FY 2024

	<u>Cost</u>	<u>Funded</u>	<u>Needed</u>
T.11 San Gabriel Pkwy Extension Phase 2	\$7M est.	--	\$7M
T.70 Yaupon Grove Ln	\$800K	--	\$800K

CO bond in FY 2025

T.48 San Gabriel Phase 3	\$7M est.	--	\$7M
T.41 Hero Way East (RM 2243) utilities	\$3.5M est.	--	\$3.5M
-- Ronald Reagan Blvd Corridor (multiple)	\$2.5M est.	--	\$2.5M
-- Traffic Signals	\$2M	--	\$2M

CO bond in Future Fiscal Year(s)

-- Bagdad North Road Project	\$25.4M est.	--	\$11.4M Leander
-- Crystal Falls Parkway Design/ROW	\$10M est.	--	\$2.5M Leander

Facility & Park CIP Projects

Facility Projects \$1.5M

M.23	EMS/Apparatus Bay	completed	\$760K
M.16	Fire Station No. 2 EMS	out for bid	\$2.0M
M.12	Fire Training Building	under construction	\$550K

Park Projects \$19.3M

P.18	San Gabriel River Park	under design	\$11.8M
P.47	Bryson Farmstead	under design	\$945K
P.6	Senior Activity Center	out for bid	\$6.6M
<i>P.14</i>	<i>Recreation Center</i>	<i>*TBD</i>	<i>\$16.1M</i>

CIP Projects Update

QUESTIONS?



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Leander Chamber of Commerce and Visitors Center Report

BACKGROUND:

Leander Chamber of Commerce President Bridget Brandt will provide the yearly visitors center report.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Bridget Brandt, Chamber President

Fiscal Impact

Attachments:

1. 2023 Program of works with 2023 Results
2. HOT Funds 2024



www.leandercc.org

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Leander Chamber of Commerce & Visitors Center 2023

VISION

The Leander Chamber of Commerce will excel as the premier business leadership organization and catalyst for change, growth and prosperity in Leander.

MISSION

The Leander Chamber of Commerce is a visible, proactive advocate and resource for its member employers and the Leander region. It is committed to advancing our region's economic vitality and quality of life through the provision of strong leadership and through the formation of dynamic organizational and community partnerships.

Our Purpose

Engage businesses and the community empowering them to grow.

Objectives of the Chamber

Promote Member Businesses:

1. Develop and maintain a strong web presence
2. Offer ample networking opportunities
3. Provide business education

Foster Economic Growth & Attract Tourism:

1. Continue formal and informal relationships with city officials and executives
2. Expand and continue bringing opportunities to showcase the community of Leander
3. Bring funds into the city via tourism and event activities
4. Focus on business retention

Workforce Development:

1. Partner with and support Leander ISD
2. Provide educational seminars

Cultivate Community Leaders:

1. Continue to lead Leadership Leander
2. Ambassador Program
3. Provide committee opportunities to members to get more involved

2023 Goals for Leander Chamber of Commerce & Visitors Center

“Quality ABOVE Quantity”

Promote Member Businesses

- Continue and grow social media programs for our members (min of 2 per month)- Exceeded
- Go Live sessions- Host 2 sessions per month-Exceeded
- Offer business classes through Score partnership and other educators- Host 15 classes-Exceeded
- Visit member businesses through the Out of the Blue Committee- 15 Businesses per month-Exceeded
- Provide a comprehensive resource guide for members-Living Leander Magazine & new content-Exceeded
- Host 5 Happy Hour mixers and 5 Mayor’s Power Breakfasts-Exceeded
- Implement ChamberNation-Complete

Encourage Economic Growth & Attract Tourism

- Conduct and report of Leander Hotel Study-In Progress
- Host and maintain Old Town Street Festival and Old Town Christmas Festival-Exceeded
- Work with developers to support TOD growth and development-On going
- Conduct annual meeting with the City of Leander officials to promote and grow tourism efforts-Complete
- Support Old Town Park Project & Bryson Farmstead Project- In Progress
- Continue to expand the Leander Trail of Trains-
 - Launch first social media campaign around Trail Of Trains Visits-Complete

Foster Membership Engagement

- The Chamber will continue Micro Groups to further meet the needs of our members in a more intimate setting- Exceeded
- Establish systems to manage new CRM-Complete
- Conduct membership needs survey and review with Board-
- Film 50 businesses in the Shop Local video campaign- Complete
- Conduct Get to Know Leander Social Media campaign- Summer or Fall 2023-Complete

Cultivate Community Leaders

- Host 12 Leadership Leander participants- Exceeded

Drive Workforce Development

- Host Living Leander Expo & Career Fair- Goal of 800 attendees-Exceeded 1200 attendees
- Provide Training Development class opportunities to membership-On going
- Conduct workforce development roundtables in partnership with the City of Leander- Complete

Ensure Financial Stewardship

- The Chamber shall undertake successfully supporting and operating an event center & new Chamber office- In progress
- The Chamber shall evaluate and recommend sound investment practices to ensure a strong financial future for the chamber.
 - Complete financial policy- Complete
- The Chamber shall evaluate and hire an outside firm to conduct the 2023 Review.- In progress

LEANDER TOURISM OVERVIEW

The Leander Chamber of Commerce was established in 1947. Years of growth and change led to the change to create the Visitors Center in 2014. In 2019 a public-private partnership between the City of Leander and the Leander Chamber of Commerce & Visitors Center was created.

An assessment paid by people staying at Leander lodging establishments was enacted. On a quarterly basis, the lodging establishments remit these funds to the City. The funds are disbursed as follows:

- 25% of the funds collected go to the City
- The remaining 75% goes to the Leander Chamber of Commerce & Visitors Center for their Convention & Visitors Bureau and Welcome Center operations & services. The Assessment provides for efficient and complementary destination marketing, tourism and group sales, and programs that encourage overnight stays and tourism infrastructure support.

AUTHORIZED USES

The purpose is to provide revenue to defray the costs of services, activities, and programs that promote and encourage tourism within the Area, which will benefit the Operators of Lodging establishments paying Assessments in the Area through the promotion of scenic, recreational, cultural, and other attractions in the Area.

Revenues from Assessments may also be used for programs, services, and activities inside or outside the Area, if such programs, services, and activities are designed to promote and encourage overnight visits to the Area. Revenues from Assessments may also be used to pay or reimburse administrative costs incurred by the Contractor or the City in connection with the creation of the Area and the ongoing administrative costs associated with the Marketing Activities.

TOURISM COMMITTEE

The Tourism Committee is made up of five-seven members appointed by the Leander Chamber as follows:

- One Leander Chamber employee
- One City of Leander employee or City Council Member
- One Hotel employee
- Four members, at least one of whom is on the Leander Chamber Executive Board

The current Committee roster is as follows:

Affiliation/Position Representing

- Bridget Brandt President and CEO Leander Chamber
- Mike Nue, Chief of Staff City of Leander
- Mitch Fuller- Board
- Andrea Farr – At Large
- Tiesa Hollaway – Board
- Heather Smith – Hotel Representative

Visitors Center Results Report 2023

General Awareness Marketing

- Distributed 3,500 Living Leander Business & Relocation Magazines
- Enhanced and promoted Visit Leander on Facebook & visitleandertx.com
- Continued to market and support visitleandertx on Instagram
- Continued to market and support Leander in the Texas Hill Country Region
- Continued to market and support Leander in Tour Texas
- Created Trail of Trains activities and brochure

Festivals

Old Town Street Festival

- 15,000-20,000 people at the Old Town Street Festival- \$693,500 in estimated revenue to the City of Leander
- 250 Old Town 5K racers, SOLD OUT event

Old Town Christmas Festival

- 31,000 people at the Old Town Street Festival- \$993,500 in estimated revenue to the City of Leander
- 500 Rudolph Run 5K racers, SOLD OUT event
-

Balcones Song Bird Festival April 26-30

- Assisted with hosting the event and secured several rooms to our hotel, no hotfund dollars were contributed to the event.

Pumpkin Festival

- Assisted with marketing and promotion for the event 45,000 people were estimated to have attended the event

Press

Report: Texas suburbs lead nation in home sales, TheRealDeal.Com, January 2023

Leander's MLK Day:

2023 MLK Day in Leander celebrates "Unity Through Diversity," draws over 3000 people, Hill Country News, January 17, 2023

Leander uses MLK's message to bring diverse community together | KUT Radio, Austin's NPR Station, January 17, 2023

[Steampunk-inspired bar The Rabbit Hole opening in Leander -](#)

Austin American-Statesman, Mar 24, 2023
Community Impact, Mar 24, 2023
Culture Map Austin, Mar 24, 2023

[New HEB Fresh Bites convenience store debuts in Leander](#)

Austin American-Statesman, April 26, 2023
Spectrum News, April 26, 2023
Houston Chronicle, Apr 24, 2023

[Climbing to Conservation: Leander Tree Experts' Treetop Exploration for Species Protection, Digital Journal, Apr 26, 2023](#)

[Real Estate Roundup: Freehill Development moves ahead with big plans, April 26, 2023](#)

Freehill Development Company's Hero Way West will consist of three buildings totaling 226,500 square feet.

[Austin's neighbors lead the country in population growth \(again\)](#)

Four of the top five fastest-growing cities in the U.S. are in Texas, according to the U.S. Census Bureau. Georgetown tops the list, as it did last year, with Kyle and Leander in the No. 3 and 4 spots, respectively. Little Elm, north of Dallas, placed fifth on the annual list.

Austin Monitor, May 19, 2023

[Austin now the 10th largest city in the U.S.](#)

Georgetown, Leander and Kyle top the list for fastest growing large cities in the U.S.

KVUE, Youtube, May 18, 2023

KXAN, Youtube, May 18, 2023

[Austin is now the 10th most populous US city. new census data shows](#)

KVUE, May 18, 2023

[San Antonio ranked the third-fastest growing city by The U.S. Census Bureau](#)

CBS Austin, May 18, 2023

[Leander's indigenous roots | kvue.com](#)

KVUE, July 11

[Leander ISD student wins national high school musical award | KXAN Austin](#)

KXAN, June 28, 2023

[Central Texas cities will not enforce youth curfews ahead of new law](#)

KXAN, June 28

Patch, June 28

[Leander pool holds dog pool party - FOX 7 Austin](#)

Fox 7 Austin, Sept 10

Fox 7 YouTube, Sept 10

[Office building coming to Leander development | KXAN Austin](#)

KXAN, Sept 6

Community Impact, Sept 6

KXAN YouTube, Sept 6

Connect CRE

CoStar, Sept 5

The Business Journals, Sept 5

Liberty Hill Independent, Sept 7

Commercial Property Executive, Sept 7

Visitors Center Goals 2023

Sales & Small Conventions

GOALS:

- Launch plan for expanded Visitors Center/ Community Event Center- In progress
- Launch and complete hotel study- Complete
- Develop relationships with accounts in emerging markets.- Ongoing
- Use Chamber reels for promotion of local tourism businesses- Ongoing

Marketing & Promotions

GOALS:

- Continue to develop the Visit Leander brand with new videos and photography- Ongoing
- Create recommendations for tourism improvement and capture wins/losses - Ongoing
- Continue to work on murals as attractions - Ongoing
- Develop marketing campaigns centered around the Leander Trail of Trains -Complete
- Continue social media content production - Ongoing

Historical/Cultural Leander

GOALS:

- Assist as needed with the development of Bryson Farmstead - Ongoing
- Expand Leander Trail of Trains - Complete and ongoing
- Continue to work on murals as attractions- - Ongoing

Hotel Performance

2023 BOOKING/LEADS-

- April, Song Bird Festival
- 4th of July, Sold Out
- Old Town Street Festival- June 5th-Sold Out
- Old Town Street Festival- Dec 4th-Sold Out



HOT Funds

Leander Chamber of Commerce & Visitors
Center

What
we have
spent in
2023 on
tourism

Municipality's HOT information	2023	Check 1	Check 2	Check 3	Check 4	Received Total	2023 Spent	Remaining to Spend
Amounts (\$) allocated for non-population bracketed beneficiaries of revenue	\$125,000.00	\$34,707.41	\$34,707.41	28,559.99	48773.34	\$146,748.15	\$133,231.97	
Convention or information centers	\$75,000.00	\$21,007.41	\$21,007.41	\$17,059.99	\$28,873.34	\$87,948.15	\$91,497.54	-\$3,549.39
Registering convention delegates						\$0.00	\$5,000.00	-\$5,000.00
Advertising to attract tourists	\$18,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$6,000.00	\$18,000.00	\$13,982.64	\$4,017.36
The promotion and improvement of the arts	\$25,000.00	\$7,900.00	\$7,900.00	\$6,000.00	\$12,000.00	\$33,800.00	\$39,537.40	-\$5,737.40
Historical restoration and preservation projects	\$4,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$4,000.00	\$0.00	\$4,000.00
Signage directing the public to sights and attractions	\$3,000.00	\$800.00	\$800.00	\$500.00	\$900.00	\$3,000.00	\$0.00	\$3,000.00
Misc.							274.38	-274.38
							\$150,291.96	-\$3,269.43
								\$13,221.94
Percent of total (%) for non-population bracketed beneficiaries of revenue								
Convention or information centers	60.00%	60.53%	60.53%	59.73%	59.73%	59.93%		
Registering convention delegates	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%		
Advertising to attract tourists	14.40%	11.52%	11.52%	14.01%	14.01%	12.27%		
The promotion and improvement of the arts	20.00%	22.76%	22.76%	21.01%	21.01%	23.03%		
Historical restoration and preservation projects	3.20%	2.88%	2.88%	3.50%	3.50%	2.73%		
Signage directing the public to sights and attractions	2.40%	2.30%	2.30%	1.75%	1.75%	2.04%		

Amount of annual revenue collected	\$165,000.00
<u>Amounts (\$) allocated for non-population bracketed beneficiaries of revenue</u>	\$125,000.00
Convention or information centers	\$75,000.00
Registering convention delegates	
Advertising to attract tourists	\$18,000.00
The promotion and improvement of the arts	\$25,000.00
Historical restoration and preservation projects	\$4,000.00
Signage directing the public to sights and attractions	\$3,000.00
<u>Percent of total (%) for non-population bracketed beneficiaries of revenue</u>	
Convention or information centers	60.00%
Registering convention delegates	0.00%
Advertising to attract tourists	14.40%
The promotion and improvement of the arts	20.00%
Historical restoration and preservation projects	3.20%
Signage directing the public to sights and attractions	2.40%

Results from our work in 2023

TOTAL CONTENT ENGAGEMENT = 11,621

290 - Total Guides Ordered

0 - Postal requests

290 - PDF downloads

Average economic impact for each Visitor Guide sent out is \$48*.

TourTexas.com has facilitated **290** Visitor Guide Requests to Texas travelers on your behalf.

Top Responding States

TX

TEXAS

IN

TOTAL ECONOMIC IMPACT OF THOSE REQUESTS

=\$13,920

*Source: CMAA West Visitor Guide Readership Study 2022

Total actions taken - 11,621



290
PDF
Requests



331
Website
Click-Throughs



7,813
Page
Views



2,378
Video
Views



4
Slideshow
Views



276
Facebook
Click-Throughs



262
Instagram
Click-Throughs



267
Newsletter
Click-Throughs

Tour Texas-

Results from our work on Tour Texas in 2022

Tour Texas-

TOTAL CONTENT ENGAGEMENT = 6,979

Total Actions Taken

6,979



0

Postal Requests



496

PDF Requests



95

Website Click-throughs



5,040

Page Views



1,282

Video Views



6

Slideshow Views



19

Facebook Click-throughs



19

Instagram Click-throughs



22

Newsletter Sign-ups

Results from our work

Blogs/Social Media



Big Goals for 2023

ACCOMPLISHED

1. Migrate to new site that successfully combines all of our properties and allows us the ability to utilize kiosks.
2. Assist in conducting and promoting a hotel study to assess needs for Leander.
3. Launch Trail of Trains Scavenger Hunt and continue to grow our presences as a destination because Leander is Authentically Texas!

Big Goals for 2024

1. Successfully Host Outrun the Sun and our existing festivals, Old Town Street Festivals 10th Anniversary
2. Maintain activity on all of our social platforms and websites
3. Assist Economic Development in the recruitment of a signature hotel
4. Develop a full plan for Bryson Farmstead Visitors Center

<https://visitleandertx.com/>





EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Approval of the minutes for meeting held on January 18, 2024.

BACKGROUND:

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

PRESENTER:

Fiscal Impact

N/A

Attachments:

1. Draft Minutes 01.18.2024



**MINUTES
CITY COUNCIL MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 18, 2024
Briefing Workshop at 5:30 PM
Regular Meeting at 7:00 PM



Mayor – Christine DeLisle	Place 4 – Na'Cole Thompson
Place 1 – Kathryn Pantalion-Parker	Place 5 – Chris Czernek
Place 2 – Esme Mattke Longoria, Mayor Pro Tem	Place 6 – Becki Ross
Place 3 – David McDonald	Interim City Manager – Isaac Turner

BRIEFING WORKSHOP - CONVENE AT 5:30 PM

1. Open Meeting.

Call to order at 5:32 p.m.

2. Roll Call.

Roll Call reflected all present with Councilmember Na'Cole Thompson absent.

3. Receive a presentation regarding the proposed Oakwood Hills MUD (Municipal Utility District) generally located 4,000 feet to the north of the future intersection of Travisso Parkway and Nameless Road, on the west side of Nameless Road, including TCAD Parcels 353045, 353047, 353048, 353050, 353069, 353070, and 513816; Leander, Travis County.

Presentation included project summary; home type and style; amenities and additional project information; and annexations and benefits to Leander.

4. Convene into Executive Session pursuant to Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager Search.

Reconvene into open session to take any action as deemed appropriate in the City Council's discretion regarding City Manager Search.

Recessed into Executive Session at 6:09 p.m.; reconvened into open session at 7:01 p.m.

Mayor Christine DeLisle stated the City Council did not complete their deliberations and will convene back into Executive Session at the end of the regular meeting.

Briefing workshop adjourned at 7:02 p.m.

REGULAR MEETING – CONVENE AT 7:00 PM

5. Open Meeting, Invocation and Pledges of Allegiance.

Open meeting at 7:09 p.m.; Councilmember Chris Czernek provided the invocation and Mayor Christine DeLisle led the Pledges of Allegiance.

6. Roll Call.

Roll Call reflected all present with Councilmember Na'Cole Thompson absent.

7. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.]

Lakissa Bright, 2912 Agave Loop, Round Rock - spoke on LADDERS for Leaders and LADDERS for Leaders University.

8. Recognitions/Proclamations/Visitors.

- Police Department Citizen Award of Meritorious Service to Blake Kuhlmann and Brent Skidmore
- Fire Department Lifesaving Certificate to Harold Piatt, Mark Peczeniuk and Paula Allen

9. Staff Reports

- Update on scheduled repair of the Brushy Creek Regional Utility Authority (BCRUA) raw water line and temporary shutdown of the BCRUA water treatment plant.

Discussion included BCRUA raw waterline repair; replacement timeline; additional work done during the shutdown; construction barge onsite; above water mock-up; water usage December 2023 to January 2024; historical water usage of February through April; Sandy Creek Water Treatment Plant limits and upgrade; Sandy Creek Water Treatment Plant automatic transfer switch; water conservation phase 4; and communication to public.

CONSENT AGENDA: ACTION

Motion: Approve consent agenda items 10 through 17.

By: Esme Mattke Longoria

Seconded: Kathryn Pantalion-Parker

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross

No: None

Abstain: None

10. Approval of the minutes for meeting held on January 04, 2024.

11. Approval of a scrivener's error regarding the purchasing agreement with Cellco Partnership d/b/a Verizon Wireless for the purchase of hardware, software and services for wireless, voice and data through DIR Contract DIR-TELE-CTSA-003; the amount approved on January 4, 2024, should have read \$115,000.00 annually for the term of contract expiring November 5, 2029.

12. Approval of a professional services renewal agreement for audio/video broadcast and recording of public meetings with Granicus LLC in the total amount of \$103,790.74; and authorizing the Interim City Manager to execute any and all necessary documents.
13. Award of Solicitation CIPS24-001 to C. C. Carlton Industries, LTD for construction services for the RM2243 Reclaimed Waterline Improvements project (CIP WW.46); in the amount of \$6,967,478.75; and authorizing the Interim City Manager to execute any and all necessary documents.
14. Approval of the oversizing costs from 8-inch waterlines to 16-inch waterlines reimbursable expenses as stated in the terms of the Greatwood South Development Agreement in the amount of \$235,805.00; and authorizing the Interim City Manager to execute any and all necessary documents.
15. Award of Solicitation CIPS23-020 to Walker Partners, LLC for the planning, design, and engineering services for Hero Way West elevated storage tank and water line (CIP W.55); in the amount of \$2,074,125.00; and authorizing the Interim City Manager to execute any and all necessary documents.
16. Approval of professional service agreement with Fisher Heck Architects for Phase 2 of the preservation plan along with architectural and engineering services for the Bryson Farmstead also known as Pioneer House (CIP P.47); in the amount of \$152,500.00; and authorizing the Interim City Manager to execute any and all necessary documents.
17. Approval of the Second Reading of an Ordinance and consider action regarding Zoning Case Z-23-0098 to amend the current zoning of Interim SFS-2-B (Single-Family Suburban) and Interim SFR-1-B (Single-Family Rural) to GC-2-B (General Commercial) on one (1) parcel of land approximately 6.314 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R031278; and more commonly known as 17451 Ronald W Reagan Boulevard, Leander, Williamson County, Texas.

PUBLIC HEARING: ACTION

18. Conduct a Public Hearing regarding Subdivision Case CP-23-0022 to adopt the 183A RE Investments Concept Plan and Preliminary Plat on one (1) parcel of land approximately 9.614 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R461862; generally located 700 feet southeast of the intersection of 183A Toll Road and Aven Way, Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0022 as described above.

Open Public Hearing 8:13 p.m.; closed Public Hearing 8:13 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Subdivision Case CP-23-0022.

By: Kathryn Pantalion-Parker

Seconded: Esme Mattke Longoria

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross

No: None

Abstain: None

19. Conduct a Public Hearing regarding Subdivision Case CP-23-0025 to adopt the Villas at Speaking Rock Concept Plan and Preliminary Plat on one (1) parcel of land approximately 10.756 acres $\pm$ in size, more particularly described by Travis Central Appraisal District Parcel 513825; generally located to the

southwest of the intersection of Osage Drive and Painted Sky Bend more commonly known as 1601 Speaking Rock, Leander, Travis County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0025 as described above.

Open Public Hearing 8:14 p.m.; closed Public Hearing 8:14 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Subdivision Case CP-23-0025.

By: Kathryn Pantalion-Paker

Seconded: Becki Ross

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross

No: None

Abstain: None

20. Conduct a Public Hearing and consider action regarding Zoning Case Z-23-0093 to amend the current zoning of LC-2-B (Local Commercial) to adopt the Bagdad Plaza Market Minor PUD (Planned Unit Development) with the base zoning district of LC-2-A (Local Commercial) on one (1) parcel of land approximately 2.81 acres ± in size, more particularly described by Williamson Central Appraisal District Parcel R594078; and legally described as Lot 1, Block A of the Bagdad Plaza LLC Subdivision, Leander Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0093 as described above.

Open Public Hearing 8:17 p.m.; closed Public Hearing 8:17 p.m. No one spoke in favor or opposition of the request.

Motion: Approve Zoning Case CP-23-0093 with the condition of reviewing the addition of a pedestrian beacon and not allowing a stand-alone vape or smoke shop retailer, following a discussion.

By: Christine DeLisle

Seconded: Kathryn Pantalion-Parker

Yes: Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross

No: Chris Czernek

Abstain: None

REGULAR AGENDA

21. Discuss and consider action on a Memorandum of Understanding by and between the City of Leander and Hill Country Hyzers Disc Golf Club for activities hosted at Benbrook Ranch Park and Disc Golf Course for a term of five (5) years; and authorize the Interim City Manager to execute any and all necessary documents.

Motion: Approve Memorandum of Understanding by and between the City of Leander and Hill Country Hyzers Disc Golf Club, following a discussion.

By: Christine DeLisle

Seconded: Becki Ross

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross

No: None

Abstain: None

22. Discuss and consider action on a two (2)- year appointment to the Central Texas Clean Air Coalition of the Capital Area Council of Governments.

Motion: Approve appointment of Councilmember Esme Mattke Longoria two (2) year term to the Central Texas Clean Air Coalition of the Capital Area Council of Governments.

By: Christine DeLisle

Seconded: Becki Ross

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross

No: None

Abstain: None

23. Council Member Future Agenda Items *[Any deliberation of or decision about the subject of the inquiry shall be limited to a proposal to place the subject on the agenda for a subsequent meeting.]*

None.

24. Council Member Closing Statements.

Esme Mattke Longoria - commented on new MLK March and Celebration date of January 27, 2024; and hope everyone is able to attend.

David McDonald - thanked the Police and Fire Chiefs recognition of citizens; and happy to be a part of the community.

Chris Czernek - commented on honoring of citizens; for CPR training one local site is queenofhearts.com; and shout out to Drifted Cycles owned by individuals who came to the woman being attacked.

Becki Ross - commented on three (3) large water projects were on tonight's agenda; and taking steps in the right direction.

Christine DeLisle - stated tonight's dinner came from Randall's; encouraged everyone to shop locally; and it is humbling to serve the community.

25. Convene back into Executive Session pursuant to:

1. Section 551.074, Texas Government Code, to discuss or deliberate the appointment, employment and duties of a public officer or employee: City Manager Search; and
2. Section 551.071, Texas Government Code, and Rule 1.05, Texas Disciplinary Rules of Professional Conduct, to consult with legal counsel regarding Construction Contract between Northline Leander Development Company and The City of Leander and DeNucci Constructors - Northline - Phase 1 and related performance and maintenance bonds; and
3. Section 551.071, Texas Government Code, and Section 1.05 Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding Lakewood Park project; and
4. Section 551.071, Texas Government Code, Section 1.05, Texas Disciplinary Rules of Professional conduct, to consult with legal counsel regarding Leander Springs project; and

5. Section 551.072, Texas Government Code, to deliberate the acquisition of property located in Dunkley Subdivision for a public utility easement relating Raider Way / E. Woodview Drive project (CIP T.12); and
6. Section 551.072, Texas Government Code, to deliberate the acquisition of property located in Elijah D. Harmon Survey, Abstract 6 for a public utility easement relating Raider Way / E. Woodview Drive project (CIP T.12); and
7. Section 551.074, Texas Government Code, to discuss Interim City Manager assignments and duties.

Recessed into Executive Session at 9:00 p.m.; reconvened back into open session at 10:57 p.m.

Reconvene into open session to take action as deemed appropriate in the City Council's discretion regarding:

1. City Manager search; and
2. Northline pavers; and
3. Lakewood Park project; and
4. Leander Springs project; and
5. Acquisition of property in Dunkley Subdivision or a public utility easement relating Raider Way / E. Woodview Drive project (CIP T.12); and
6. Acquisition of property in Elijah D. Harmon Survey, Abstract 6 for a public utility easement relating Raider Way / E. Woodview Drive project (CIP T.12); and
7. Interim City Manager assignment and duties.

1. No action.
2. No action.
3. No action.
4. No action.

5. Motion: Approve acquisition of property in Dunkley Subdivision for a public utility easement relating to Raider Way / E. Woodview Drive project (CIP T.12)

By: Esme Mattke Longoria

Seconded: Becki Ross

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross

No: None

Abstain: None

6. Motion: Approve acquisition of property in Elijah D. Harmon Survey, Abstract 6 for a public utility easement relating to Raider Way / E. Woodview Drive project (CIP T.12)

By: Esme Mattke Longoria

Seconded: Becki Ross

Yes: Chris Czernek, Christine DeLisle, Esme Mattke Longoria, David McDonald, Kathryn Pantalion-Parker, Becki Ross

No: None

Abstain: None

7. No action.

26. Adjournment

Adjourned at 10:58 p.m.

APPROVED

MAYOR

ATTEST:

CITY SECRETARY



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case FP-21-0006 Rosenbusch Phase 3; more particularly described by Williamson Central Appraisal District Parcel R599344; generally located to the east of the intersection of Vista Ridge Drive and Lakeline Boulevard; Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Rosenbusch Phase 3 final plat application. Article II, Section 24 (g) includes the following provisions.

(g) Application Expiration.

1. The Final Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
2. The Planning Department may grant one, six (6)- month extension if the applicant can show substantial progress in obtaining approval of the final plat. Substantial progress shall consist of, at a minimum, a resubmission of the final plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

HISTORY/TIMELINE:

07/20/2020 Preliminary Plat Approved
01/09/2022 Final Plat Application Expired
07/09/2022 Final Plat Application Staff Extension Expired
11/03/2022 Final Plat Council Extension Approved until 01/09/2023
01/09/2023 Final Plat Council Extension Approved until 07/09/2023
07/20/2023 Final Plat Council Extension Approved until 01/09/2024
01/09/2024 Final Plat Council Extension Expired

APPLICANT/AGENT:

Faris Abboushi, LDC

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The final plat application expires nine (9) months after the first review comment letter for the final plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an

extension to July 9, 2024 and will allow the developer to finalize the plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

N/A

Attachments:

1. FP-21-0006 Att 1 Rosenbusch Ph 3 Extension Letter Intent
2. FP-21-0006 Att 2 Location Map - Rosenbusch Ph 3
3. FP-21-0006 Att 3 Ordinance Rosenbusch Ranch Ph 3

December 21, 2023

Robin M. Griffin, AICP
Planning Director
City of Leander
512-528-2763

RE: **Application Extension Request**
Rosenbusch Ranch Phase 3 Final Plat (21-FP-006)

Dear Ms. Griffin,

Please accept this letter as HR Green's formal request for an Application Extension for the Rosenbusch Ranch Phase 3 Final Plat application (City of Leander Case Number: 21-FP-006), which expires on 1/9/2024.

The application was last extended at City Council from 7/9/2023 to 1/9/2024. We are seeking another extension of the application to allow for the Final Submittal to occur now that we have cleared all technical comments. The only outstanding item for this final plat application is the payment of fees and posting of fiscal.

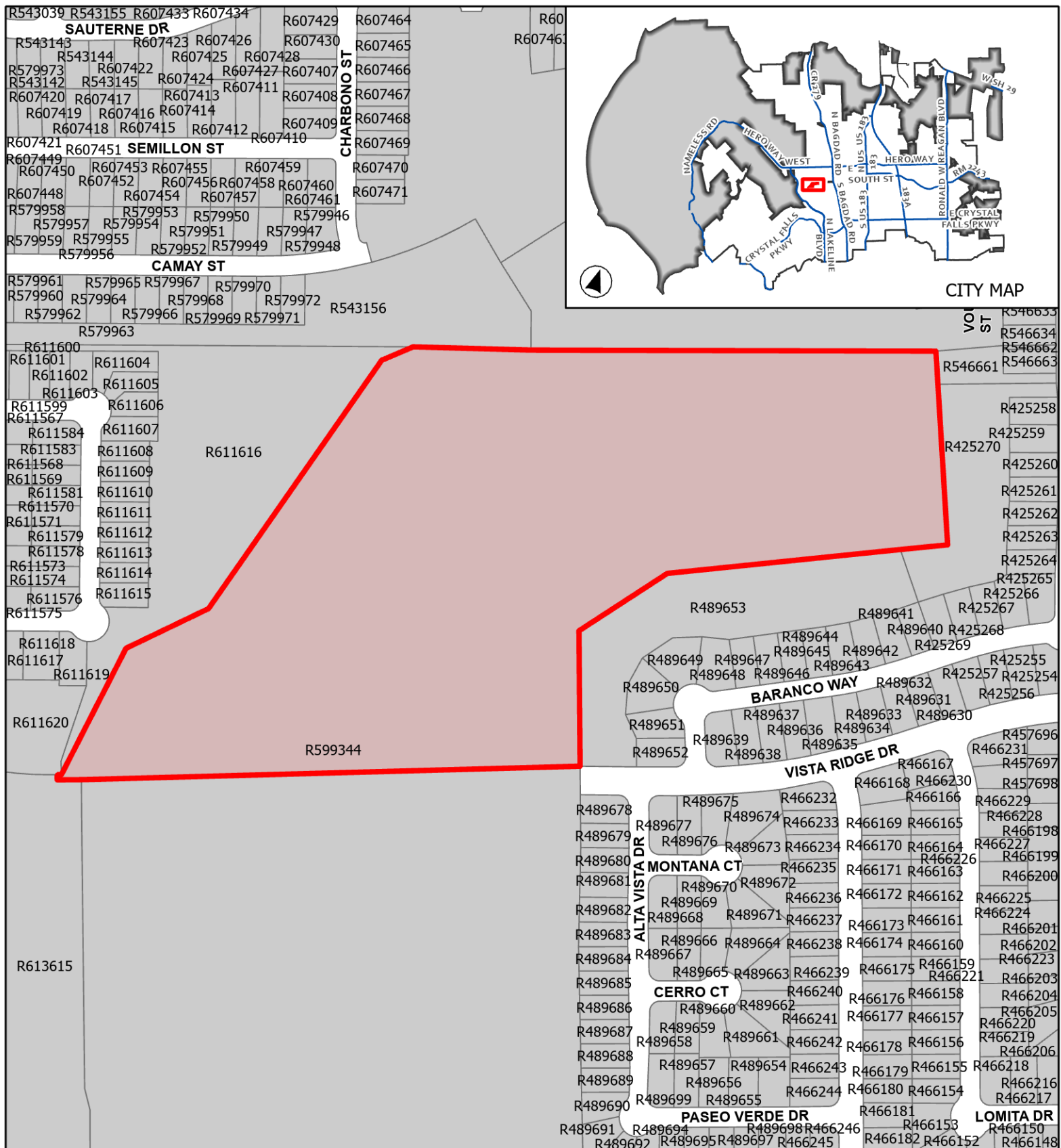
This extension would allow the applicant additional time needed to secure their approvals for fiscal postings, which have been delayed due to a national change in fiscal policy driven by current economic market conditions. As you may know, infrastructure construction activities have resumed on this project, and the development team wanted to make sure they had sufficient time to complete the buildout and closeout process prior to recording the final plat. A hard copy of this letter, along with the required \$300 payment, will be submitted to the City of Leander offices shortly.

We appreciate your assistance in this matter and are available to provide any additional information needed from our office at this time.

Sincerely,



Faris Abboushi, PE
HR Green
TBPE Firm #16384



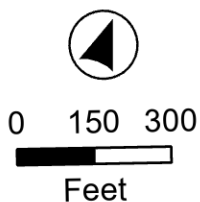
CASE: 21-FP-006

ATTACHMENT 1

ROSENBUSCH PH 3

Location Map

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.



-  Leander City Limits
 ETJ
 Site Location

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
FINAL PLAT APPLICATION FOR THE ROSENBUSCH RANCH
PHASE 3 SUBDIVISION.**

WHEREAS, Section 24 (g) (1) of the City's Subdivision Ordinance provides that the final plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the final plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 24 (g) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the final plat;

WHEREAS, the Planning Department granted one six (6) month extension for the Rosenbusch Ranch Phase 3 final plat application (the "Final Plat Application") which expired on or about July 9, 2022;

WHEREAS, the City Council granted one six (6) month extension for the Rosenbusch Ranch Phase 3 final plat application (the "Final Plat Application") which expired on or about January 9, 2023;

WHEREAS, the City Council granted one six (6) month extension for the Rosenbusch Ranch Phase 3 final plat application (the "Final Plat Application") which expired on or about July 9, 2023;

WHEREAS, the City Council granted one six (6) month extension for the Rosenbusch Ranch Phase 3 final plat application (the "Final Plat Application") which expired on or about January 9, 2024;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Final Plat Application because the applicant is actively working to address the final plat comments and move forward with final plat within a reasonable timeframe;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF LEANDER, TEXAS THAT:**

SECTION 1. Findings of Fact. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Final Plat Application to July 9, 2024. In the event that the Final Plat Application is not approved by the Planning and Zoning Commission on or before July 9, 2024, the Final Plat Application shall expire.

SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 1st day of February, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case PICP-22-0017 Lenox Hill Townhomes; more particularly described by Williamson Central Appraisal District Parcel R653589, generally located on the west side of Ronald W. Reagan Boulevard, approximately 750 feet south of Niles Drive, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of Lenox Hill Townhomes construction plans. Article II, Section 23(g) includes the following provisions.

(g) Application Expiration.

1. The Construction Plans application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the construction plans are not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
2. The Planning Department may grant one, six (6)- month extension if the applicant can show substantial progress in obtaining approval of the construction plans. Substantial progress shall consist of, at a minimum, a resubmission of the construction plans and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.

HISTORY/TIMELINE:

06/30/2023 Construction Plan Application Expired, Staff Extension Granted

12/30/2023 Construction Plan Application Staff Extension Expired

APPLICANT/AGENT:

Kimley-Horn

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The preliminary plat application expires nine (9) months after the first review comment letter for the preliminary plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension. Approving this extension would grant an extension to June 30, 2024 and will allow the developer to finalize the construction plans and schedule a pre-construction meeting.

PRESENTER:

Fiscal Impact

N/A

Attachments:

1. PICP-22-0017 Att 1 Lenox Townhomes - Extension Request
2. PICP-22-0017 Att 2 Lenox Hill Townhomes - Location Map
3. PICP-22-0017 Att 3 Lenox Hill Townhomes - Ordinance

January 11, 2024

City of Leander Planning Department
201 N. Brushy Street
Leander, TX 78641

**RE: Public Infrastructure Construction Plan (PICP) Extension Request
 Lenox Hill Townhomes – PICP-22-0017
 14661 Ronald Reagan Blvd, Leander, TX 78641**

To Whom it May Concern:

The subject Public Infrastructure Construction Plan application was set to expire on December 30, 2023. Staff comments were cleared on August 24, 2023, demonstrating significant progress toward PICP approval. The Developer will be securing a Contractor and requesting a pre-construction meeting so that the PICP permit may be issued. This letter serves as an official request for a six-month extension on the Public Infrastructure Construction Plan (PICP-22-0017).

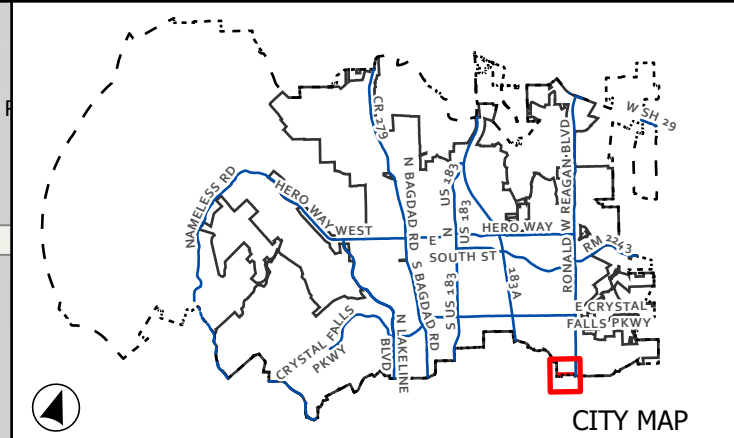
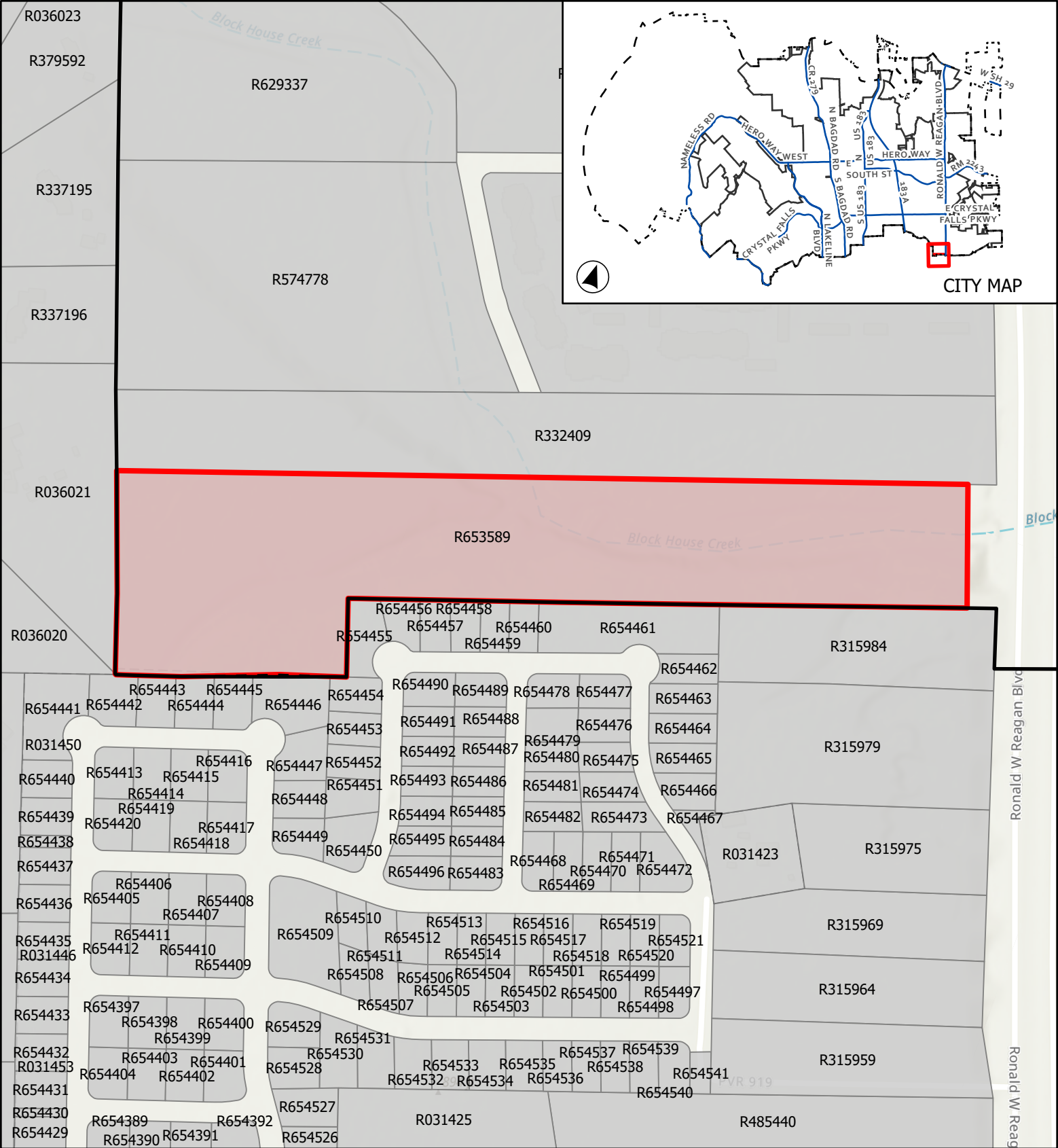
Please contact me at (512) 649-8745 should you have any questions regarding this request.

Sincerely,

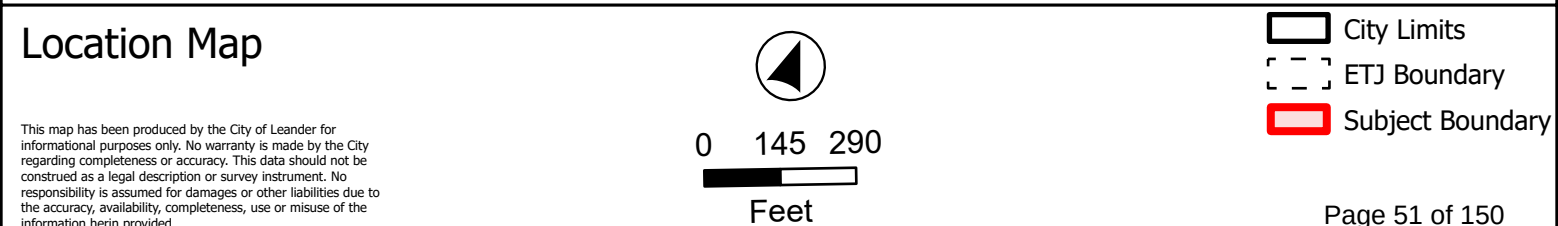
KIMLEY-HORN AND ASSOCIATES, INC.
TEXAS REGISTERED ENGINEERING FIRM F-928



Sarah J. Mays, P.E.



CASE: PICP-22-0017 ATTACHMENT 2 LENOX HILL TOWNHOMES



AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS GRANTING AN
EXTENSION OF THE EXPIRATION OF THE CONSTRUCTION PLAN
APPLICATION FOR THE LENOX HILL TOWNHOMES SUBDIVISION.**

WHEREAS, Section 23 (g) (1) of the City’s Subdivision Ordinance provides that the construction plan application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the construction plan are not approved due to the applicant’s failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 23 (g) (2) of the City’s Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the construction plan;

WHEREAS, the Planning Department granted one six (6) month extension for the construction plan application (the “Construction Plan Application”) which expired on or about December 30, 2023;

WHEREAS, the City Council of the City of Leander, Texas (the “City”) finds that there is good reason to grant an extension of the expiration date for the Construction Plan Application because the applicant is actively working with the Planning Department and will be able to address the construction plan comments and move forward with construction within a reasonable timeframe;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

SECTION 1. Findings of Fact. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Construction Plan Application to June 30, 2024. In the event that the Construction Plan Application is not approved by the Planning and Zoning Commission on or before to June 30, 2024, the Construction Plan Application shall expire.

SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on First Reading this the 1st day of February, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS:

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Approval of the extension of the application expiration for Subdivision Case PP-22-0003 Greenlight Village preliminary plat; on two (2) parcels of land approximately 14.02 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District R031386 and R031387; generally located on the south side of Hero Way West, east of N. Bagdad Rd and west of Broade Way, Leander, Williamson County, Texas.

BACKGROUND:

This request is for an extension of the expiration date of the Greenlight Village preliminary plat. Article II, Section 22 (h) includes the following provisions.

(h) Application Expiration.

1. The Preliminary Plat application shall expire nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the preliminary plat is not approved due to the applicant's failure to cause the application to comply with applicable city regulations.
2. The Planning Department may grant one, six (6)- month extension if the applicant can show substantial progress in obtaining approval of the Preliminary Plat. Substantial progress shall consist of, at a minimum, a resubmission of the Preliminary Plat and all relevant materials by the applicant that address all initial staff review comments from all reviewing departments.
3. After expiration of an application, any new Preliminary Plat application will be required to be re-submitted as a new application including re-paying all the fees associated with this process.

HISTORY/TIMELINE:

02/17/2022 Concept Plan Approved

11/25/2022 Preliminary Plat Application Expired

05/25/2023 Preliminary Plat Application Staff Extension Expired

11/25/2023 Preliminary Plat Application City Council Extension Expired

APPLICANT/AGENT:

Rao's Consulting Engineers

RECOMMENDATION:

The Subdivision Ordinance includes timelines for application approvals. The timeline/history section of this summary above includes the key dates for this request. The preliminary plat application expires nine (9) months after the first review comment letter for the preliminary plat is sent to the applicant.

Staff recommends approval of an additional six (6)- month extension from the November expiration. Approving this extension would grant an extension to May 25, 2024 and will allow the developer to finalize the preliminary plat requirements and schedule the plat for review by the Planning & Zoning Commission.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Fiscal Impact

N/A

Attachments:

1. PP-22-0003 Att 1 Greenlight Village - Extension Request
2. PP-22-0003 Att 2 Greenlight Village - Location Map
3. PP-22-0003 Att 3 Ordinance



RAO'S CONSULTING ENGINEERS

TBPE Registered Engineering Firm No. F-17655

210.549.7557 512.856.4595 www.raosengineering.com

P.O.BOX NO: 592991,

SAN ANTONIO, TX 78258

Land Development | Water Resources | Environmental | Transportation

Date: 12th December 2023

Development Services
City of Leander
201 N. Brushy Street
Leander, Texas 78641

Re: **22-PP-003 Greenlight Village Preliminary Plat**
Request for Extension of Expiration Date

Gentlemen:

We are writing to request an extension of the expiration date, considering the current status of the preliminary plat approval, to move forward with next steps in the development process. There are only a few remaining items that need to be addressed, and we would greatly appreciate your assistance in this matter.

If you have any questions or need any additional information, please call me at 210-549-7550

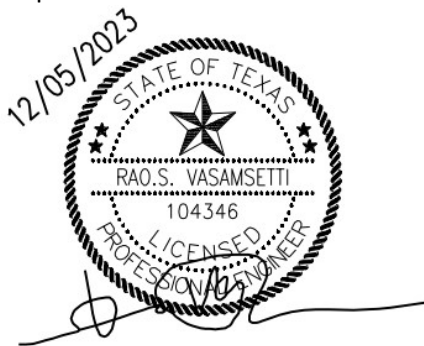
Respectfully,

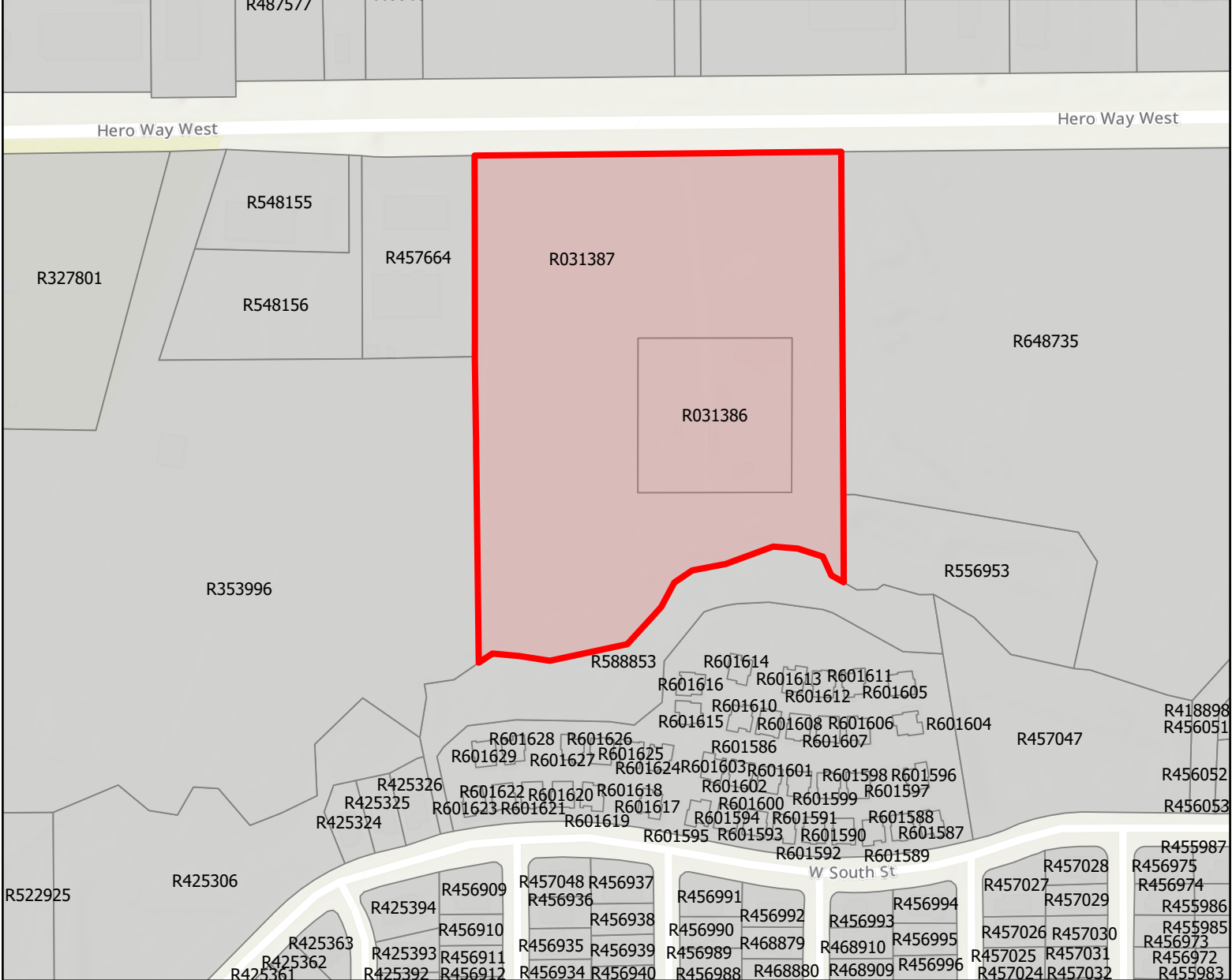
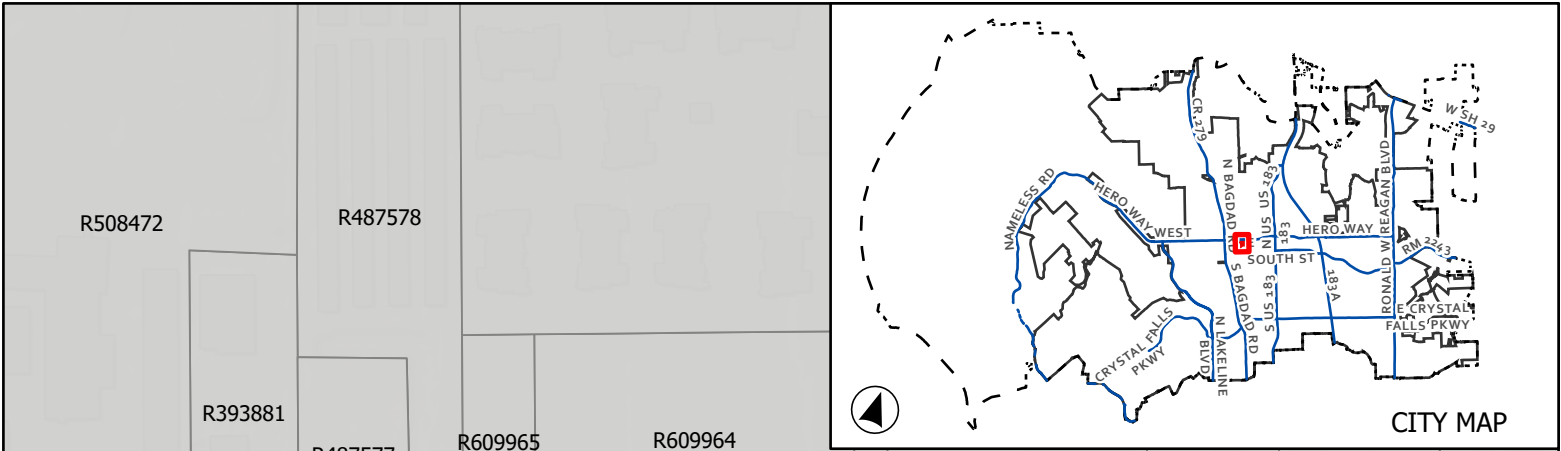
Rao's Consulting Engineers, LLC.

Texas Board of Professional Engineers Firm Registration #17655

Rao Vasamsetti, P.E.

Principal





CASE: PP-22-0003

ATTACHMENT 2

GREENLIGHT VILLAGE

Location Map

0 135 270
Feet

City Limits

ETJ Boundary

Subject Boundary

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

Page 57 of 150

AN ORDINANCE OF THE CITY OF LEANDER, TEXAS

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF LEANDER, TEXAS
GRANTING AN EXTENSION OF THE EXPIRATION OF THE
PRELIMINARY PLAT APPLICATION FOR THE GREENLIGHT
VILLAGE SUBDIVISION.**

WHEREAS, Section 22 (h) (1) of the City's Subdivision Ordinance provides that the preliminary plat application expires nine (9) months after the date that all initial staff review comments from all reviewing departments have been issued on the application if the preliminary plat are not approved due to the applicant's failure to cause the application to comply with applicable city regulations;

WHEREAS, Section 22 (h) (2) of the City's Subdivision Ordinance provides that the Planning Department may grant one six (6) month extension if the applicant can show substantial progress in obtaining approval of the preliminary plat;

WHEREAS, the Planning Department granted one six (6) month extension for the Greenlight Village preliminary plat application (the "Preliminary Plat Application") which expired on or about May 25, 2023;

WHEREAS, the City Council granted one six (6) month extension for the Greenlight Village preliminary plat application (the "Preliminary Plat Application") which expired on or about November 25, 2023;

WHEREAS, the City Council of the City of Leander, Texas (the "City") finds that there is good reason to grant an extension of the expiration date for the Preliminary Plat Application because the applicant is actively working to address the preliminary plat comments and move forward with preliminary plat within a reasonable timeframe;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS THAT:

SECTION 1. Findings of Fact. The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

SECTION 2. Extension Granted. The City hereby grants an extension of the expiration date for the Preliminary Plat Application to May 25, 2024. In the event that the Preliminary Plat Application is not approved by the Planning and Zoning Commission on or before May 25, 2024, the Preliminary Plat Application shall expire.

SECTION 3. Effective Date. This Ordinance shall take effect immediately from and after its passage in accordance with the City Charter.

SECTION 4. Open Meetings. It is hereby officially found and determined that the meeting at which this Ordinance was considered was open to the public as required and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this the 1st day of February, 2024.

ATTEST:

THE CITY OF LEANDER, TEXAS

Dara Crabtree, City Secretary

Christine DeLisle, Mayor



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Acceptance of streetlight public improvements for Northline Phase 1 and Texas Department of Licensing and Regulation (TDLR) sidewalk improvements for Phase 1, Blocks S, T, and U, and driveway improvements for Northline Blocks C, D, L, and M.

BACKGROUND:

The public infrastructure improvements required in Northline for streetlight and TDLR sidewalk improvements for Phase 1, Blocks STU and driveway improvements for Northline Block CDLM have been installed, inspected, and are satisfactorily completed. All documentation required for acceptance of this project has been received, including record drawings, statement of substantial completion prepared by a professional engineer licensed by the State of Texas, copies of all inspection reports and certified test results, electronic files of the improvements and final plat, affidavit of all bills paid, and a two (2)- year term maintenance bond.

The maintenance bond will commence its two (2)- year term upon City Council acceptance, as anticipated, on February 1, 2024, which will provide warranty and maintenance coverage for public infrastructure improvements through February 1, 2026. The Engineering Department will perform a formal inspection of the improvements approximately thirty (30) days prior to the expiration of the maintenance bond to assure that any defects in materials, construction, or maintenance are corrected prior to expiration of the bond.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends the City Council's formal acceptance of Northline streetlight, sidewalk and driveway public infrastructure improvements as mentioned above.

PRESENTER:

Emily D. Truman, P.E., CFM, PMP, City Engineer

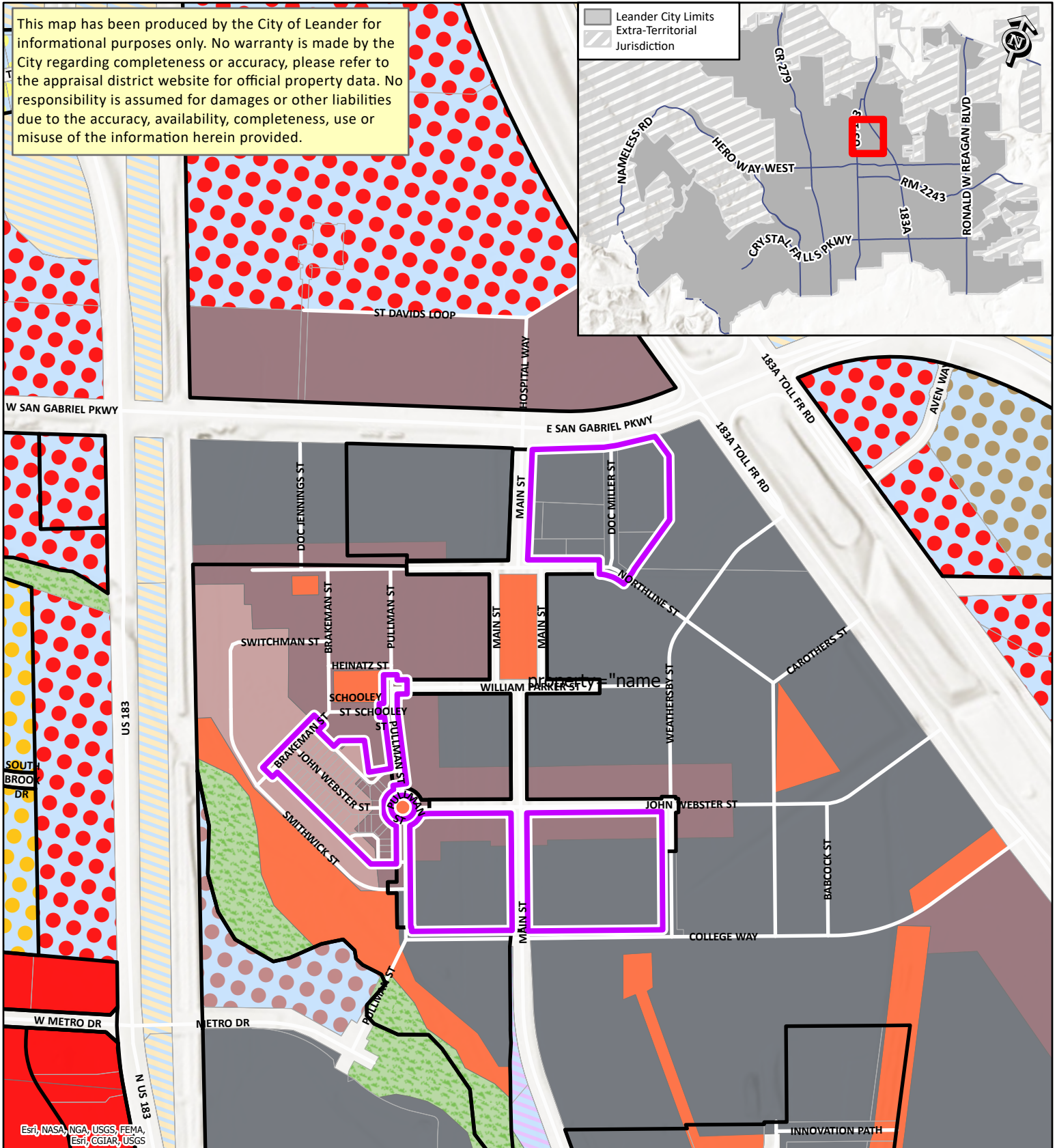
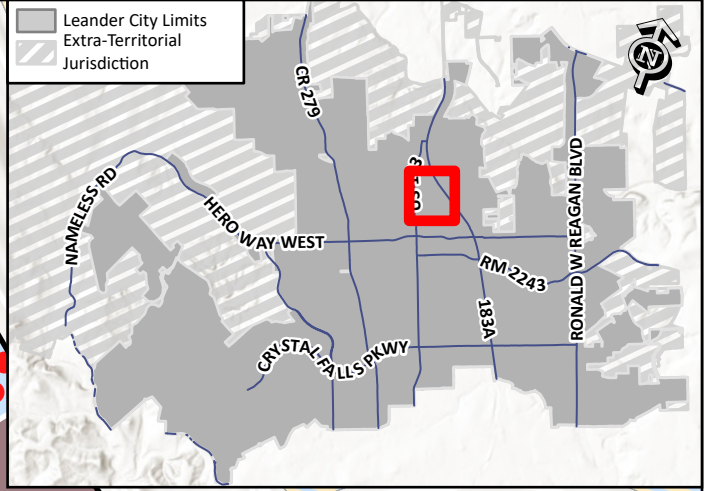
Fiscal Impact

Attachments:

1. Northline Phase 1 Acceptance Documents

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy, please refer to the appraisal district website for official property data. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

Leander City Limits
Extra-Territorial
Jurisdiction



SUBDIVISION ACCEPTANCE Northline Phase 1, Block STU and Block CDLM - 20-TOD-PICP-050, 21-TOD-PICP-016



RETAIL / COMMERCIAL
GC - General Commercial

PUD LAND USE
PUD - Single-Family
PUD - Townhomes
PUD - Multi-Family
PUD - Local Commercial
PUD - General Commercial

SECTORS
OS - Open Space

CD - Conventional Sector
S2 - Station Sector

TRANSECTS
Civic Building
T4 - Genral Urban
T5 - Urban Center
T6 - Urban Core



0 500 1,000
Feet



August 30, 2023

30205773.00

City of Leander
P.O. Box 319
Leander, Texas 78646

RE: **Engineer's Concurrence Letter**
Northline – Phase 1 (Final Developer Improvements)
Southwest Corner of 183A Toll Road & San Gabriel Parkway
Leander, Williamson County, Texas 78641

COL Case No. **19-TOD-PICP-032 (Phase 1.1): Phase 1 streetlights and TDLR sidewalk improvements only**
20-TOD-PICP-050 (Phase 1.2 Blocks S, T, U): Phase 1 streetlights and TDLR sidewalk improvements only
21-TOD-PICP-016 (Phase 1.2 Blocks C, D, L, M): Phase 1 streetlights and TDLR sidewalk improvements and Block D driveway/entry improvements only

To Whom It May Concern:

On August 17, 2023, I or a representative from my firm made a final visual inspection of the above referenced project. I, Joel Blok, the undersigned professional engineer (No. 123800), have also visited the site during construction and observed that the streetlight, sidewalk, and driveway improvements by the developer in the above-referenced project were constructed per the approved plans with insignificant deviation.

No discrepancies from the approved construction plans or deficiencies in construction were visible or brought to my attention. I, therefore, certify that all improvements are in substantial compliance with the approved construction plans and all City, State, and Federal requirements, including the Subdivision Ordinance and Composite Zoning Ordinance.

If applicable, for closeout of public improvement construction projects (PICP), I additionally certify that all project closeout procedures with other governmental entities have been completed and finalized prior to submittal of my concurrence letter to the City of Leander.

I trust that this letter is sufficient for its intended purpose of conveying to your office that, per my office's observation, the above referenced portions of the project have been sufficiently completed. Should you have any questions, please don't hesitate to contact our office.

Sincerely,

WGI
Texas Engineering Firm No. F-15085

Joel Blok, PE
Market Leader

Enclosures:
[none]





September 20, 2023

Ms. Emily Truman, PE
City Engineer, City of Leander
201 N Brushy Street
Leander, Texas 78641
(512) 528-2797; ETruman@leandertx.gov

Re: **Cost Summary**
Northline – Phase 1 (Final Developer Improvements)
Southwest Corner of 183A Toll Road & San Gabriel Parkway
Leander, Williamson County, Texas 78641

COL Case No. **19-TOD-PICP-032 (Phase 1.1): Phase 1 streetlights and TDLR sidewalk improvements only**
20-TOD-PICP-050 (Phase 1.2 Blocks S, T, U): Phase 1 streetlights and TDLR sidewalk improvements only
21-TOD-PICP-016 (Phase 1.2 Blocks C, D, L, M): Phase 1 streetlights and TDLR sidewalk improvements and Block D driveway/entry improvements only

Dear Ms. Truman,

The purpose of this letter is to provide a summary of the final costs for public improvements installed by the Project Contractor (DeNucci Constructors) in the Northline Phase 1 Project at the address above.

The following information applies to this Project:

- Final Plat Legal Name as Recorded:
 - Northline First Rights of Way and Lot 1, Block I (for 19-TOD-PICP-032)**
 - Northline Blocks S, T and U (for 20-TOD-PICP-050)**
 - Northline Block C and Lots 1 & 2, Block D; Northline Lots 1-21, Block L and Lots 1-15, Block M (for 21-TOD-PICP-016)**
- Name on Approved Construction Documents:
 - Northline – Phase 1 (COL Case 19-TOD-PICP-032)**
 - Northline – Blocks S, T, & U (COL Case 20-TOD-PICP-050)**
 - Northline – Blocks C, D, L, & M (COL Case 21-TOD-PICP-016)**
- Name on Bank Bond(s) for Fiscal Posting:
 - Northline – Phase 1 (COL Case 19-TOD-PICP-032)**
 - Northline – Blocks S, T, & U (COL Case 20-TOD-PICP-050)**
 - Northline – Blocks C, D, L, & M (COL Case 21-TOD-PICP-016)**

The final project costs are summarized in the tables below along with the anticipated 10% maintenance bond value.

COST CATEGORY	NORTHLINE - PHASE 1 FINAL DEVELOPER IMPROVEMENTS		
	CITY IMPROVEMENTS	DEVELOPER IMPROVEMENTS	TOTAL
STREETS	\$ -	\$ 60,546.72	\$ 60,546.72
DRAINAGE	\$ -	\$ -	\$ -
WATER	\$ -	\$ -	\$ -
WASTEWATER	\$ -	\$ -	\$ -
RECLAIMED WATER	\$ -	\$ -	\$ -
DRY UTILITIES	\$ -	\$ 2,852,631.34	\$ 2,852,631.34
OVERALL TOTAL	\$ -	\$ 2,913,178.06	\$ 2,913,178.06
		10% Maintenance Bond	\$ 291,317.81



A detailed breakout of the itemized costs is furnished in the attached final pay application. There is no scope for the referenced phase of the Project in the City pay application(s).

Please do not hesitate to reach out to our office with any questions or requests for clarification.

Respectfully submitted,
WGI, Inc. (Firm Registration F-15085)

Joel Blok, P.E.
Market Leader
Joel.Blok@WGIInc.com



MAINTENANCE BOND
Subdivision Improvements

Bond No. 022232134

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

KNOW ALL BY THESE PRESENTS, that Denucci Constructors, LLC as Principal, whose address is 8310-1 Capital of Texas Highway N., Suite 275, Austin, TX 78731 and Liberty Mutual Insurance Company a Corporation organized under the laws of the State of Massachusetts, and duly authorized to do business in the State of Texas, as Surety, are held and firmly bound unto the City of Leander, Texas as Obligee, in the penal sum of Two Hundred Ninety-One Thousand Three Hundred Seventeen and 81/100s Dollars (\$291,317.81) to which payment will and truly to be made we do bind ourselves, our and each of our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WHEREAS, the said Principal has constructed Northline - Phase 1 streetlights, Phase 1.1 and Phase 1.2 TDLR sidewalk improvements, and Block D driveway/entry improvements only (as defined in COL Case Nos. 19-TOD-PICP-032, 20-TOD-PICP-050, 21-TODPICP-016), Leander, TX

(the "improvements") pursuant to the ordinances of the Obligee, which ordinances are hereby expressly made a part hereof as though the same were written and embodied herein;

WHEREAS, said Obligee requires that the Principal furnish a bond conditioned to guarantee for the period of two (2) years after acceptance by the Obligee, against all defects in workmanship and materials which may become apparent during said period;

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the Principal keeps and perform the requirement of the Obligee's ordinances and this Maintenance Bond to maintain the improvements and keep the same in good repair and shall indemnify the Obligee for all loss that the Obligee may sustain by reason of any defective materials or workmanship which become apparent during the period of two (2) years from and after the date of acceptance by the Owner, then this obligation shall be void, otherwise to remain in full force and effect, and Owner shall have and cover from said Principal and Surety damages in the premises, as provided, and it is further agreed that this obligation shall be a continuing one against the Principal and Surety hereon, and that successive recoveries may be had thereon for successive breaches until the full amount shall have been exhausted; and it is further understood that the obligation herein to maintain said improvements shall continue throughout the maintenance period, and the same shall not be diminished in any manner from any cause during said time.

Principal agrees to repair or reconstruct the improvements in whole or in part at any time within the two year period to such extent as the Obligee deems necessary to properly correct all defects except for normal wear and tear. If the Principal fails to make the necessary corrections within ten days after being notified, the Obligee may do so or have done all said corrective work and shall have recovery hereon for all expenses thereby incurred. Principal will maintain and keep in good repair the improvements for a period of two years from the date of acceptance; it being understood that the purpose of this Maintenance Bond is to cover all defective conditions

arising by reason of defective material, work, or labor performed by said Principal or its subcontractors, and in the case the said Principal shall fail to do so within ten days after being notified, it is agreed that the Obligee may do said work and supply such materials, and charge the same against Principal and Surety on this obligation.

The Surety shall notify the Obligee at least fifteen (15) days prior to the end of the first full calendar year and prior to the lapse of this Maintenance Bond at the end of the second full calendar year.

Surety and Principal agree that whenever a defect or failure of the improvement occurs within the period of coverage under this Bond, the Surety and Principal shall provide a new maintenance bond or other surety instrument in a form acceptable to the Obligee and compliant with the Obligee's ordinances conditioned to guarantee for the period of one (1) year after the Obligee's acceptance of the corrected defect or failure, against all defects in workmanship and materials associated with the corrected defect or failure which may become apparent during said period, which shall be in addition to this Maintenance Bond.

The Surety agrees to pay the Obligee upon demand all loss and expense, including attorneys' fees, incurred by the Obligee by reason of or on account of any breach of this obligation by the Surety. Provided further, that in any legal action be filed upon this bond, venue shall lie in the county where the improvements are constructed.

This Bond is a continuing obligation and shall remain in full force and effect until cancelled as provided for herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the improvements, or the work to be performed thereon, or the plans, specifications or drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the improvements, or the work to be performed thereon.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 10th day of October, 2023.

Denucci Constructors, LLC

Principal

By: Paul T. Oelf

Title: MSR

Address: 8310-1 Capital of Texas Highway N., Suite 275

Austin, TX 78731

Liberty Mutual Insurance Company

Surety

By: Sandra Lee Roney

Title: Sandra Lee Roney, Attorney-in-Fact

Address: 175 Berkley Street

Boston, MA 02118

The name and address of the Resident Agent of Surety is:

Troy Key, Mullis Nowby Hurst

5057 Koller Springs Road, Suite 200, Addison, TX 75001

(Seal)



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204825-022136

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Andrea Rose Crawford, Cheri Lynn Irby, Debra Lee Moon, John William Newby, Joshua D Tritt, Sandra Lee Roney, Suzanne Elizabeth Niedzwiedz, Troy Russell Key

all of the city of Addison state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 9th day of February, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 9th day of February, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1125044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 10th day of October, 2023.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Muni Co 02/21

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com



**TEXAS
IMPORTANT NOTICE**

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR
POLICY:**

This notice is for information only and does not become a part or condition of the attached document.

NP 70 68 09 01

LMS-15292 10/15

**TEXAS
AVISO IMPORTANTE**

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis para informacion o para someter una queja al
1-877-751-2640

Usted tambien puede escribir a:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al
1-800-252-3439

Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

**FINAL BILLS PAID AFFIDAVIT
AND WAIVER OF LIEN**

STATE OF TEXAS
COUNTY OF Travis

Date: 8/18/2022

Owner(s): Northline Leander Development Company, LP
City of Leander

Contractor/Material
Provider ("Affiant"): DeNucci Constructors, LLC

Project: Phase I Streetlights. Phase 1.1 and Phase 1.2 TDLR sidewalk improvements,
and Block D driveway/entry improvements only (as defined in COL Case Nos.
I9-TOD-PICP-032, 20-TOD-PICP-050, 21-TOD-PICP-016).

This is to acknowledge and certify that Affiant has completed the construction of all improvements for the project noted above and that Affiant has been paid in full for all labor and material provided to the above-noted construction project, except for retainage, and acknowledges and certifies that Affiant, and all of his or its agents, employees, successors, assigns, subsidiaries, and legal representatives will and do release and waive all Mechanic's liens, or similar lien rights, which have or might arise as a result of the Affiant's or Affiant's agents' or employees' providing labor and materials to the above-noted project. Affiant understands that a portion or all of the property upon which the project is located has been or will be accepted by the City of Leander, Texas, for ownership, maintenance, and operation. Affiant further agrees that it shall look solely to the Developer for payment of the retainage and shall have no cause of action whatsoever, against the City in the event that the retainage is not paid to the Affiant, and that Affiant shall not file a lien of any kind which has or may arise related to the release of the retainage for the project. Affiant acknowledges and understands that the City is relying on the representations made in this document to accept the phase or portion of the subdivision in which the project is located.

In addition to the foregoing, Affiant acknowledges and certifies that Affiant has paid all laborers, subcontractors, materialmen, and all other persons or parties who have provided labor or materials through, for, or on behalf of the Affiant to the above-noted construction project.

Affiant indemnifies and holds Owner harmless from any liens, debts or obligations which arise as a result of labor or materials provided by or through Affiant to the project through the date set out above. Affiant further indemnifies and holds harmless all real property on which the improvements were constructed and all interests in such property, including leasehold interests, from any liens, debts, or obligations arising from any labor or materials provided by or through Affiant to the project through the date set out above.

Initialed: 

PAGE 1 of 2

SUBSCRIBED AND SWORN TO BY Affiant on this 18th day of August , 2022.

AFFIANT:

Signature: Paul T. DeNucci

Typed Name: Paul T. DeNucci

Title: Manager

STATE OF TEXAS §

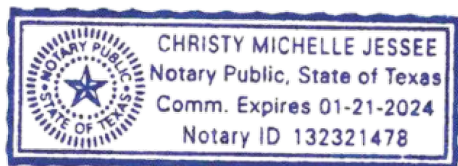
§

COUNTY OF Travis §

BEFORE ME the undersigned authority on this day personally appeared Paul T. DeNucci, known to me to be the person noted above, and acknowledged to me the following: that he / she executed the foregoing for the purpose and consideration therein expressed, in the capacity therein stated, and as the duly authorized act and deed of the party releasing and waiving the lien therein; and that every statement therein is within his / her knowledge and is true and correct.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 20th day of July , 2020.

[SEAL]



Christy Jessee
Notary in and for the State of Texas

Name: Christy Jessee

My commission expires:
January 21, 2024

Initialed: PD

PAGE 2 of 2



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Approval of the over-sizing costs from eight (8)- inch waterlines to sixteen (16)- inch waterlines reimbursable expenses as stated in the terms of the Development and Cost Participation Agreement for Public Improvements for the Hilltop Ranch Subdivision; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

On March 16, 2023, the City Council approved a development agreement with Lendi Capital Group, LLC for Hilltop Ranch Subdivision. This agreement specified that the City would reimburse the cost for oversized water utility lines requested by the City. The reimbursable expenses are for the incremental cost of oversizing an eight (8)- inch PVC water line to a sixteen (16)- inch PVC waterline. The Developer shall be entitled to reimbursement for City Cost Participation subject to the provisions and limitations set forth in the attached agreement.

The engineer is required to submit the bid tabs for the reimbursable expenses in accordance with the development agreement. City staff reviewed the bids and found them acceptable for reimbursement.

The submitted reimbursable expense for the development recommended bid by 5 Star Civil Construction is \$279,345.00 for oversizing the waterline.

The reimbursement for this expense will be made by rebating one hundred (100%) percent of the water impact fees as future users connect to the lines until the full reimbursable expenses are paid as outlined in the development agreement.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval of the reimbursable amount of \$279,345.00 for the waterline oversizing by rebating the water impact fees at a one hundred (100%) percent rate until the total amount is reached; and authorizing the Interim City Manager to execute any and all necessary documents.

PRESENTER:

Emily D. Truman, P.E., CFM, PMP, City Engineer

Fiscal Impact

<u>Amount requested:</u>	\$279,345.00
<u>Approved in current budget (Yes / No):</u>	Yes
<u>Expenditure (New / Amended):</u>	New
<u>Recurring or one-time:</u>	One-Time
<u>Fund source (Operating / Utility / etc.):</u>	Water Impact Fees

Attachments:

1. Hilltop Ranch Subdivision Development & Cost Participation Agreement - 03-16-2023
2. Hilltop Ranch Offsite Waterline Bid Recommendation 1-17-2024

DEVELOPMENT AND COST PARTICIPATION AGREEMENT FOR PUBLIC IMPROVEMENTS FOR THE HILLTOP RANCH SUBDIVISION

This Development and Cost Participation Agreement for Public Improvements for the Hilltop Ranch Subdivision (the “**Agreement**”) is made, entered into, and effective as of the 16 day of March, 2023 (the “**Effective Date**”) by the City of Leander, a Texas home-rule city (the “**City**”), and Lendi Capital Group, LLC, a Texas limited liability company (the “**Developer**”). The City and the Developer are herein referred to together as the “**Parties**”.

Recitals

Whereas, the Developer is constructing public improvements”) that will be dedicated to the City for ownership, maintenance and operation after completion of the public improvements in accordance with the City’s regulations (the “**Public Improvements**”) in connection with the development of Hilltop Ranch Subdivision which is being developed for 83 single-family residential units (the “**Development**”) located on that certain tract of land described in Exhibit A and attached hereto and incorporated herein for all purposes (the “**Property**”);

Whereas, the Developer is required to construct an eight inch (8”) waterline to serve the Development;

Whereas, the City desires to contract with the Developer to oversize the waterline to a sixteen inch (“16”) waterline and to pay the cost of oversizing the eight inch (8”) waterline as provided in this Agreement; and

Whereas, this contract is made pursuant to Subchapter C, Texas Local Government Code;

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and conditions contained herein, and other good and valuable consideration, the parties hereto agree as follows:

Article I. Recitals; Consideration

1.01. Recitals. The foregoing recitals are incorporated herein and made a part of this Agreement for all purposes.

1.02. Consideration. The benefits to the Parties, being the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by both Parties.

Article II. Water Line Project

2.01. Water Line Project. The water line project consists of the construction, installation, and extension of approximately 3,325 linear feet of water line, oversized from eight inches (8”) to sixteen inches (16”) in diameter, along the routes approved by the City and generally shown in Exhibit B (the “**Water Line**”). The Water Line shall be referred to as the “**Project**” or the “**Water**”

Cost Participation Agreement – Hilltop Ranch Subdivision

Line Project", and shall also include the water line, encasement, and those facilities and equipment required for the water line to function efficiently, to provide service to the Property, and to comply with all applicable state and local rules, regulations and standards, the construction plans approved by the City (the "**Construction Plans**"), and good design and engineering practices. In the event of a conflict between the description of the Water Line Project in this Agreement and the Construction Plans, the Construction Plans shall control.

2.02. Timely Completion. The Developer shall complete and obtain City acceptance of the Project within the timeframe required for completion and acceptance of subdivision improvements by the City's subdivision regulations. No final plat of land out of the Property will be recorded until the Project is completed by the Developer and accepted by the City or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the Project. The Project shall be designed and constructed in accordance with the approved Construction Plans, this Agreement, applicable local, state, and federal regulations, and good design and engineering practices.

Article III. Project Engineer; Contract for the Project

3.01. Bidding the Project. The City shall participate in the cost of constructing the Project under Subchapter C, Chapter 212, Texas Local Government Code, and as provided in this Agreement. Developer shall enter into a contract for construction of the Public Improvements, which shall include the Project. Prior to entering such contract, the Developer shall solicit private bids for the Water Line Project based on the City Engineer approved design, plans and specifications, and recommend the lowest qualified bidder/contractor to the City. Prior to bidding the Project, the Developer shall provide the City Engineer with a copy of the documents soliciting bids. The City Engineer will review the description of the Project for compliance with this Agreement. The Developer shall make any changes to the bid documents reasonably required by the City Engineer. The Project private bids will be stated or quoted as follows: The bids for the Water Line Project shall be solicited with an alternate bid being required for an eight inch (8") water line ("**Alternate #1**") and a sixteen inch (16") water line ("**Alternate #2**"), together with all equipment and related facilities and structures shown on the City approved plans and specifications for the Water Line Project. The bids for the Water Line Project shall also solicit alternative bids for the use of PVC pipe and ductile iron for each Alternate #1 and Alternate #2. The responsive bids must clearly demonstrate the amount bid for the Water Line Project separate from the Public Improvements and any other improvements included in the contract.

3.02. City Review of Bids. The City Engineer shall evaluate the bids to determine whether the bids are fair and balanced prior to accepting a recommendation of bid award. Any unbalanced or skewed bids, as determined by bid tabulations will be appropriately corrected or rejected by the City. Within ten (10) business days of the City's receipt of the bids, the City Engineer will notify Developer of his/her decision on whether to recommend to the City Council approval or rejection of the bids and whether the City elects to proceed with the oversizing of the Project and the pipe material that will be required. If the City participates in oversizing of the Project, the City shall select the type of pipe that will be used for the Project based on the bids submitted and the

Developer shall install the pipe selected by the City.. If the City Engineer recommends approval of the bid, then the approval of the bid will be placed on the next available City Council agenda for action, not to exceed sixty (60) business days from the date the City received the bids. In the event that the Reimbursable Costs exceed thirty percent (30%) of the cost of the Public Improvements, the Developer shall be required to competitively bid the Water Line Project in accordance with state law.

3.03. Payment and Performance Bonds Required. The Developer shall execute payment and performance bonds to ensure completion of the Project and payment of subcontractors. The bonds shall be for the full cost of constructing the Project as reflected in the bids approved by the City, shall be in a form acceptable to the City, and shall comply with Chapter 2253, Texas Government Code. The Developer shall provide original, sealed, and complete copies of the executed bonds prior to the commencement of work. Copies of the bonds shall be incorporated herein by reference as a part of this Agreement. The bonds shall comply with and be governed by the City's ordinances that govern fiscal security for subdivision improvements.

3.04. Contracting for Project. After the City Council's approval, Developer will contract for the construction of the Project.

Article IV. Cost of the Project; Reimbursable Costs

4.01. Project Facilities Costs and Expenses. Developer shall contract for, fund and pay for the design, bidding, contract negotiation, installation and, construction of the Project and shall be entitled to payment for a portion of the Project, as provided in Article VI below, of one hundred percent (100%) of the Reimbursable Costs (defined in Section 4.02 below) from the City, based on the oversizing of the Project, subject to the provisions and limitations set forth in this Agreement. The Developer shall not receive any rebate, payment, or contribution from the City for any part or portion of any amenity or improvement required to be constructed within the Property except that that Developer shall receive payment from the City of the Reimbursable Costs as provided for herein.

4.02. Reimbursable Costs. The "Reimbursable Costs" for the Project shall be the algebraic difference between the dollar amount of the approved bid for Alternate #1 and the dollar amount of the approved bid for Alternate #2.

Article V. Additional Agreements and Performance

5.01. The City hereby agrees:

- (a) to coordinate with the Project Engineer on specific design requirements and specifications; and to review, and to approve and sign the plans and specifications for the Project in a timely manner, as appropriate;
- (b) to review and approve the plans, specifications and bids for construction of the Project as

- obtained for and on behalf of the City by Engineer and Developer, as appropriate;
- (c) during the course of the Project, to perform all inspections of the Project in a timely manner; and to approve the Project in a timely manner if constructed in accordance with the City approved plans and specifications; and
- (d) after completion and final acceptance by the City of the Project as constructed, to accept the Project as part of the City's water utility system.

5.02. Developer hereby agrees:

- (a) to contract with the Project Engineer for the design, preparation of the plans and specifications, and the provision of the services anticipated to be performed by the Project Engineer for the Project pursuant to and in compliance with Article III;
- (b) to review and approve the plans and specifications for the Project (including the estimated cost of the Project), identify any design errors, defects or insufficiencies, and to advise the City Engineer as to any perceived error, defect or insufficiency prior to approving any such plans and specifications;
- (c) to work and coordinate with the City, and to assure the improvements constituting the Project are eligible for funding with capital impact fees pursuant to the City's capital impact fee ordinance, prior to the execution of any contract for construction;
- (d) to enter into a contract with an appropriate contractor approved by the City pursuant to bids approved by the City Council and Developer for construction of the Project;
- (e) that any construction or development within the Property shall comply with the City's standards, rules, regulations and ordinances, or better; and
- (f) to pay to the City all fees and charges provided for or established by the codes, ordinances, rules and regulations of the City, as amended from time to time, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application and inspection fees, building permit fees, water and wastewater tap and use fees and capital recovery/impact fees except as otherwise provided by this Agreement.

5.03 Roadway Improvements.

- (a) Except as provided in Section 5.03(b), the Developer shall pay the City \$365,331.14 in lieu of designing and constructing improvements to Lakeline Boulevard (the "Roadway Improvements Fee"). The Roadway Improvements Fee shall satisfy Developer's obligations to construct improvements to Lakeline Boulevard due to the Development. The Roadway Adequacy Fee shall be paid after the final plat is approved and as a condition of recording the final plat. The Roadway Adequacy Fee does not satisfy the Developer's obligations, which may be required by any applicable local, state, or federal regulations, related to street or right-of-way improvements or dedications other than the Boundary Street Improvements for the Roadway.
- (b) Developer shall be responsible for designing, constructing, and installing improvements to County Road 280 (CR 280), starting at the northern edge of the ninety degree (90°) turn and extending north to just south of the culvert crossing, where the roadway reaches a width of at least 22'. The Developer shall also be responsible for the section of CR 280 from

just west of the culvert crossing, where the roadway reaches a width of at least twenty two feet (22'), to the west side of the most westerly entrance of Hilltop Ranch. No improvements to CR 280 west of the most westerly entrance are to be provided by Developer. Roadway improvements for CR 280 shall be limited to widening and overlaying the existing roadway to a total width of twenty-two feet (22') based on design recommendations from a developer-provided geotechnical report for CR 280. Improvements will include widening of the road section within the existing and proposed dedicated Hilltop Ranch right-of-way to accommodate new pavement width, side slopes and associated drainage and ditches. Existing drainage conditions on north side of CR 280 will be maintained. The edge of existing asphalt will be cut to provide a clean surface for the additional pavement. The pavement section for the widening will be designed based on geotechnical conditions and engineering recommendations done for CR 280, but will consist of a minimum of a 14-inch crushed limestone base or will consist of a minimum of 8-inch black base course. A 1.5-inch asphalt overlay will extend the length of the project and across the entire width of the road surface. The Developer shall not provide roadway stripping. The sections of CR 280 to be improved are generally shown in Exhibit "C". The improvements described in this subsection shall be constructed in accordance with construction plans approved by the City, and applicable local, state, and federal regulations. No final plat of land out of the Property will be recorded until the improvements described by this subsection are completed by the Developer and accepted by the City or the Developer posts with the City fiscal surety that complies with the City's subdivision regulations to guarantee completion of the said improvements. The improvements to CR 280 shall meet the Roadway Adequacy Fee requirements for CR 280.

Article VI. Payment of Impact Fees and Reimbursable Costs

6.01. Payment of Impact Fees. Developer, its grantees, successors, assigns, and subsequent purchasers of any portion of the Property, agree that each lot, tract, parcel or building site within the Property that will be provided water service or wastewater service by the City shall be required to pay the City's water impact fee or wastewater impact fee (the "**Impact Fee**"), established pursuant to Chapter 395 of the Texas Local Government Code, in the amount that is established by the City Capital Improvements Plan and City ordinance, as amended, pursuant to applicable state law. The Impact Fee shall be payable with respect to a lot, tract, parcel, or building site at the time the building permit for each building or structure is applied for or, if no building permit is required, then upon the first to occur of the following: (a) the date construction of the building or structure is first commenced, (b) the date an application is made to the City for a water connection to serve the building or structure, or (c) the date water service is requested for the lot, tract or parcel of land.

6.02. Impact Fee Reimbursements. Subject to the terms, conditions and limitations of this Agreement, during the Term of this Agreement, Developer shall receive a rebate of one hundred percent (100%) of the Water Impact Fees paid to the City for connections to the City water utility system (the "**Impact Fee Rebates**") within: (i) the Property; and (ii) within land or developments

that connect to the Project by a direct connection or by a water line that is not listed and included in the City capital improvements plan and ordinance that establishes the Water Impact Fees (the “**Impact Fee Collection Area**”). The Impact Fee Rebates will terminate on the earlier to occur of: (i) Developer receiving Impact Fee Rebates, or a combination of Impact Fee Rebates and one or more payments from the City equal to the Reimbursable Costs; (ii) the expiration of this Agreement; or (iii) the termination of this Agreement by reason of a Developer default. The City may at any time, in its sole discretion, pay the Developer the balance of the Reimbursable Costs from any source of funds available to the City in one or more lump sum payments. The City may suspend payment of Impact Fee Rebates if Developer is in default of this Agreement until such time that Developer cures the default.

6.03. Escrow Account. Commencing on the Effective Date and continuing until the Impact Fee Rebates are terminated pursuant to this Agreement, the City will maintain a separate escrow account for the Water Impact Fees (the “**Escrow Account**”). The City will deposit into the Escrow Account one hundred percent (100%) of the Water Impact Fees paid to and received by the City for connections listed in this Article. The Escrow Account will be held by the City and the Impact Fee Rebates paid out to Developer as provided in this Agreement. Payments of Impact Fee Rebates to Developer shall begin after Developer completes and obtains City acceptance of the Project.

6.04. Payment of Impact Fee Reimbursements. Impact Fee Rebates will be paid by the City to Developer quarterly in arrears. Impact Fee Rebates will be paid on or before the 15th day of each April, July, October and January following the date the City receives the Water Impact Fees. The payments will be in an amount equal to one hundred percent (100%) of the Water Impact Fees collected by City during the three (3) calendar months preceding the month the scheduled payment is due and payable. For example, if the City collects Water Impact Fees for the connection of two (2) single-family lots within the Property in February and March 2024, on or before the 15th day of April 2024, the City will pay an Impact Fee Rebate to Developer (or its assignee) in an amount equal to one hundred percent (100%) of the Water Impact Fees for the two (2) single-family lots within the Property plus such other Water Impact Fees as were collected during the prior quarter. Notwithstanding any other term or provision of this Agreement, the City will discontinue rebating Water Impact Fees at such time, if any, as Developer, its grantees, successors and assigns, have: (i) been paid Water Impact Fees in an amount equal to the Reimbursable Costs of the Project; or (ii) been paid a combination of Water Impact Fees and one or more payments from the City in amounts equal to the Reimbursable Costs of the Project. It is further specifically provided that Developer shall not receive Impact Fee Rebates at any time that such are in excess of the Reimbursable Costs of the Project.

Article VII. Miscellaneous Provisions

7.01. Assignment of Commitments and Obligations. Developer’s rights and obligations under this Agreement may be assigned by Developer to (i) one (1) or more purchasers of all or part of the Property, and/or (ii) Developer’s lender/mortgagee financing construction of the Development and/or Project as collateral for any loan made by such lender/mortgagee; provided the City Council

must first approve and consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed; provided, further, (i) Developer shall not be required to commence the Project until the City provides approval of any assignment of this Agreement to Developer's lender/mortgagee, and (ii) the City shall promptly execute an instrument, prepared by and in a form and substance reasonably satisfactory to the City and to Developer's lender/mortgagee, consenting to and approving of the assignment of this Agreement to Developer's lender/mortgagee as collateral, such consent and approval not to be unreasonably withheld, conditioned, or delayed by the City.

7.02. Term; Termination.

(a) This Agreement shall terminate upon the later to occur of: 1) the City paying the Developer all of the Reimbursable Costs for the Project; or 2) Impact Fees for the Impact Fee Service Area being collected; and 3) Developer complying with Section 5.03. Notwithstanding the foregoing, the City may terminate this Agreement with thirty day's notice in the event that the concept plan for the Property expires.

(b) In the event of a default under Section 7.03 beyond all applicable cure periods, this Agreement shall terminate upon written notice given by the non-defaulting party to the defaulting party; provided, however, in the event of a default by Developer, no such termination shall take effect until after Developer's lender/mortgagee has been notified and afforded an opportunity to cure such default in accordance with the terms of Section 7.03 below.

7.03. Default. Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of thirty (30) business days after receipt by such party of written notice of default from the other party. Upon the passage of thirty (30) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the thirty (30) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than ninety (90) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance, mandamus, injunction, or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

The City agrees that in the event of a default by Developer under this Agreement, the City shall give Developer's lender/mortgagee written notice of such default and the opportunity to remedy or cure such default within thirty (30) days after receipt of such written notice, provided, that (i) the City agrees that no default shall be deemed to have occurred if curing such default cannot by its nature be accomplished in such 30-day period so long as Developer's lender/mortgagee shall have commenced curing the default within such 30-day period and thereafter diligently and continuously prosecutes the same to completion; but in no event shall the cure period be extended by more than ninety (90) days, and (ii) Developer's lender/mortgagee shall have no obligation to cure such default. For purposes of this Agreement, Developer's "lender/mortgagee" shall mean

FIRSTBANK SOUTHWEST, its successors and assigns, having a notice address of: P.O. Box 32552, Amarillo, Potter County, Texas 79120.

7.04. Reservation of Rights. To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

7.05. Attorneys Fees. A party shall not be liable to the other party for attorneys' fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

7.06. Waiver. Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party's right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

7.07. Force Majeure.

- (a) The term "force majeure" as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.
- (b) If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- (c) It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

7.08. Notices. Any notice to be given hereunder by any party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the address set forth below. Notice shall be deemed given when deposited with

the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Leander
Attn: City Manager
200 West Willis
P.O. Box 319
Leander, Texas 78646-0319

with copy to:

Paige Saenz
The Knight Law Firm, LLP
223 W. Anderson Lane
Suite A-105
Austin, Texas 78752

Any notice mailed to the Developer shall be addressed:

Lendi Capital Group, LLC
Attn: Madhu Anadanamala
26603 Clear Mill Ln
Katy, Tx 77494

Any notices mailed to lender/mortgagee shall be addressed:

FIRSTBANK SOUTHWEST
P.O. Box 32552
Amarillo, Potter County, Texas 79120

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

7.09. Waiver of Alternative Benefits. The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Developer voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Developer to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement to the extent such are allowed under Texas law, Developer hereby waives any and all claims or causes of action against the City Developer may have for or with respect to any duty or obligation undertaken by Developer pursuant to this Agreement, including any benefits that may have been otherwise available to Developer but for this Agreement.

7.10. Agreement and Amendment. This Agreement, together with any exhibits attached hereto,

constitutes the entire agreement between Parties concerning the subject matter hereof, and may not be amended except by a writing approved by the City Council of the City and that is signed by all Parties and dated subsequent to the date hereof.

7.11. No Joint Venture. The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

7.12. No Third Party Beneficiaries. This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party.

7.13. Effective Date. The Effective Date of this Agreement is the defined date set forth in the first paragraph.

7.14. Binding Obligations; Recordation. This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. This Agreement or a memorandum of Agreement acceptable to the City and Developer shall be recorded in the Official Public Records of Williamson County, Texas.

7.15. Texas Law Governs. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Williamson County, Texas. Venue shall lie exclusively in Williamson County, Texas.

7.16. Time is of the Essence. It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

7.17. Statutory Verifications.

- (a) To the extent this Agreement constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Developer represents that Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- (b) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such Section is not inconsistent with a governmental entity's constitutional or statutory duties

related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing, or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by the preceding statement in (A).

- (c) The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.
- (d) To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, the Developer represents that neither the Developer nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Developer (i) boycotts Israel or (ii) will boycott Israel through the term of this Agreement. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.

EXECUTED in multiple originals this the 16th day of March, 2023.

[Signature Pages Follow]

CITY:

City of Leander, Texas

a Texas home-rule municipal corporation

Attest:

By: Dara Crabtree
Name: Dara Crabtree
Title: City Secretary

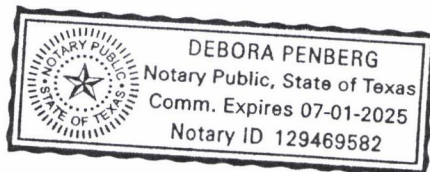
By: C. de Lisle
Name: Christine DeLisle
Title: Mayor

THE STATE OF TEXAS §
COUNTY OF WILLIAMSON §

This instrument was acknowledged before me on this 10th day of March, 2023, by Christine DeLisle, Mayor of the City of Leander, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

Debora Penberg
Notary Public, State of Texas



DEVELOPER:

Lendi Capital Group, LLC

a Texas limited liability company

By: A. Madhu
Name: MADHU ANDANAMALA
Title: MANAGER

THE STATE OF TEXAS

COUNTY OF FORT BEND

§

§

This instrument was acknowledged before me on this 9 day of March, 2023 by MADHU ANDANAMALA of LENDI CAPITAL GROUP, LLC, a Texas corporation, on behalf of said corporation.

(SEAL)

Henry Siu
Notary Public, State of Texas

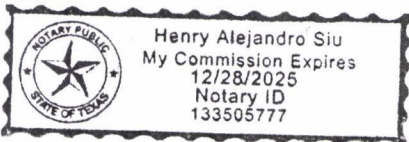


EXHIBIT "A"

The Property

Exhibit A**Legal Description**

Being 105.064 acres of land out of the William W. Hornsby Survey, Abstract No. 308 in Williamson County, Texas and being a portion of that certain 317.117 acre tract described in Doc. #2017058401 of the Official Public Records of Williamson County, Texas; Said 105.064 acre tract being more particularly described as follows and as surveyed under the supervision of Cross Texas Land Services Inc in March 2021:

BEGINNING at a ½" iron rod at a fence corner post found in the northwest line of that certain tract described in Doc. #200075359 of said Official Public Records for the southeast corner of that certain 32.651 acre tract, the southwest corner of said 317.117 acre tract and the southwest corner hereof;

THENCE along the west line of said 317.117 acre tract, the following 4 courses:

1. North 21°05'45" West a distance of 1850.49 feet along the east line of said 32.651 acre tract to a ½" iron rod at a fence corner post found for the northeast corner of said 32.651 acre tract and the southeast corner of that certain 8.711 acre tract described in Doc. #2018015826 of said Official Public Records;
2. North 21°33'11" West a distance of 579.69 feet along the east line of said 8.711 acre tract to a ½" iron rod found for the northeast corner of said 8.711 acre tract and the southeast corner of that certain 1.86 acre tract described in Doc. #2018015826 of said Official Public Records;
3. North 21°23'00" West a distance of 285.49 feet along the east line of said 1.86 acre tract to a ½" iron rod at a fence corner post found for the northeast corner of said 1.86 acre tract and the southeast corner of County Road 280 described in Doc. #1999058215 of said Official Public Records;
4. North 20°50'17" West a distance of 29.46 feet along the east line of said County Road to a ½" iron rod with cap found for a corner of said County Road and the northwest corner hereof;

THENCE crossing said 317.117 acre tract and along the south line of said County Road 280 being 15 feet south of and parallel to the general meanders of the centerline of said County Road 280, the following 9 courses:

1. North 68°56'11" East a distance of 1076.03 feet to a calculated point;
2. North 68°36'34" East a distance of 221.82 feet to a calculated point;
3. North 75°09'40" East a distance of 61.13 feet to a calculated point;
4. South 88°45'10" East a distance of 85.48 feet to a calculated point;
5. South 75°59'29" East a distance of 34.23 feet to a calculated point;
6. South 71°54'32" East a distance of 101.30 feet to a calculated point;
7. South 71°50'45" East a distance of 52.26 feet to a calculated point;
8. South 82°39'17" East a distance of 60.54 feet to a calculated point;
9. North 84°43'34" East a distance of 43.95 feet to a calculated point in the east line of said 317.117 acre tract for a corner of that certain 119.932 acre tract described in Doc. 2014094507 of said Official Public Records and the northeast corner hereof and from which a ½" iron rod with cap set bears North 58°18'46" West a distance of 74.28 feet;

THENCE along the common line of said 119.932 acre tract and said 317.117 acre tract, the following 3 courses:

1. South 21°40'36" East a distance of 100.41 feet to a ½" iron rod at a fence corner post found;

2. South 21°37'46" East a distance of 883.91 feet to a ½" iron rod with cap found;
3. South 21°04'53" East a distance of 1543.56 feet to a 6" cedar fence corner post found for a corner of said tract described in Doc. #200075359 the southeast corner of said 317.117 acre tract and the southeast corner hereof;

THENCE along the general meanders of a fence for the common line of said tract described in Doc. #200075359 and said 317.117 acre tract, the following 2 courses:

1. South 67°33'09" West a distance of 1065.10 feet to a T-post fence corner post found;
2. South 69°16'48" West a distance of 618.33 feet to the POINT OF BEGINNING containing 105.064 acres more or less.

EXHIBIT “B”

The Project

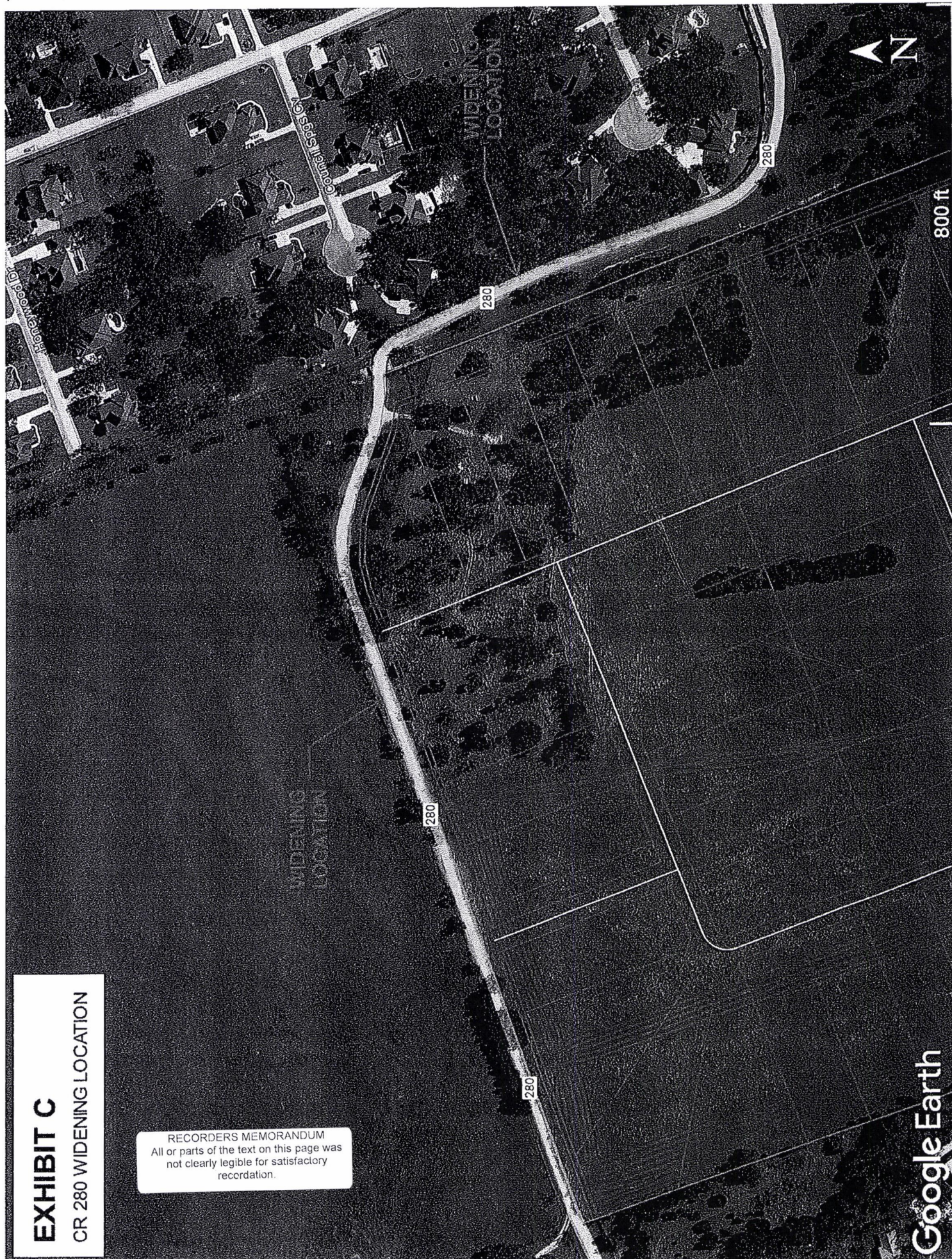
EXHIBIT “C”

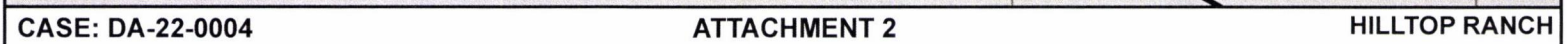
County Road 280 Improvements Location Map

EXHIBIT C

CR 280 WIDENING LOCATION

RECORDERS MEMORANDUM
All or parts of the text on this page was
not clearly legible for satisfactory
recording.





Feet

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City of Leander
PO Box 319
Leander, TX 78646

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS 2023022899

AGR Fee: \$110.00
03/24/2023 02:11 PM CFIRESTONE



Nancy E. Rister

Nancy E. Rister, County Clerk
Williamson County, Texas



✉ info@RepublicEDS.com

📍 P.O. Box 3123
Harker Heights, TX 76548

☎ 979.234.0396

January 17, 2024

City of Leander – Planning Dept
P.O. Box 319
Leader, Texas 78646

To Whom it May Concern,

This letter is to determine the low bid for the Hilltop Ranch Offsite Waterline Extension. There were two contractors who submitted bids, 5 Star Civil Construction and SD Plumbing, LLC. The below tables show the bid totals for the offsite waterline extension. Full bid documents are attached to this letter.

As you can see from the below tables, 5 Star Civil Construction is the low bidder on the project and the PVC option is the cheaper option. The developer would like to select 5 Star Civil Construction to construct the 16" PVC offsite waterline extension for Hilltop Ranch. We would like to note that the Ductile Iron has up to an 8 month lead time, and we would like to avoid that option.

Table 1: 5 Star Civil Construction Offsite Waterline Extension Bid

Alternative #1: 8" Waterline						
Item	Quantity	Unit	PVC		DUCTILE IRON	
			Unit Price	Total Price	Unit Price	Total Price
Mobilization / Demobilization	1	LS	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
Connect to Existing 24" waterline	1	EACH	\$3,875.00	\$3,875.00	\$4,875.00	\$4,875.00
Gate valves	5	EACH	\$2,925.00	\$14,625.00	\$2,925.00	\$14,625.00
Waterline with fittings & appurtenances	3225	LF	\$64.00	\$206,400.00	\$74.45	\$240,101.25
Fire hydrants w/ gate Valve, lead & Tee	6	EACH	\$7,550.00	\$45,300.00	\$7,550.00	\$45,300.00
Trench safety	3225	LF	\$1.10	\$3,547.50	\$1.10	\$3,547.50
Total				\$282,247.50	Total	\$316,948.75

Alternative #2: 16" Waterline						
Item	Quantity	Unit	PVC		DUCTILE IRON	
			Unit Price	Total Price	Unit Price	Total Price
Mobilization / Demobilization	1	LS	\$8,500.00	\$8,500.00	\$8,500.00	\$8,500.00
Connect to Existing 24" waterline	1	EACH	\$7,170.00	\$7,170.00	\$7,170.00	\$7,170.00
Gate valves	5	EACH	\$11,050.00	\$55,250.00	\$11,050.00	\$55,250.00
Waterline with fittings & appurtenances	3225	LF	\$137.00	\$441,825.00	\$162.15	\$522,933.75
Fire hydrants w/ gate Valve, lead & Tee	6	EACH	\$7,550.00	\$45,300.00	\$7,550.00	\$45,300.00
Trench safety	3225	LF	\$1.10	\$3,547.50	\$1.10	\$3,547.50
Total				\$561,592.50	Total	\$642,701.25

Table 2: SD Plumbing Offsite Waterline Extension Bid

Alternative #1: 8" Waterline						
Item	Quantity	Unit	PVC		DUCTILE IRON	
			Unit Price	Total Price	Unit Price	Total Price
Mobilization / Demobilization	1	LS	\$12,000.00	\$12,000.00	\$12,000.00	\$12,000.00
Connect to Existing 24" waterline	1	EACH	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
Gate valves	5	EACH	\$3,250.00	\$16,250.00	\$3,250.00	\$16,250.00
Waterline with fittings & appurtenances	3225	LF	\$68.00	\$219,300.00	\$80.00	\$266,000.00
Fire hydrants w/ gate Valve, lead & Tee	6	EACH	\$7,300.00	\$43,800.00	\$7,700.00	\$46,200.00
Trench safety	3225	LF	\$1.35	\$4,353.75	\$1.35	\$4,488.75
			Total	\$298,703.75	Total	\$347,938.75

Alternative #2: 16" Waterline						
Item	Quantity	Unit	PVC		DUCTILE IRON	
			Unit Price	Total Price	Unit Price	Total Price
Mobilization / Demobilization	1	LS	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00
Connect to Existing 24" waterline	1	EACH	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
Gate valves	5	EACH	\$12,500.00	\$62,500.00	\$12,500.00	\$62,500.00
Waterline with fittings & appurtenances	3225	LF	\$142.00	\$457,950.00	\$169.00	\$545,025.00
Fire hydrants w/ gate Valve, lead & Tee	6	EACH	\$7,700.00	\$46,200.00	\$7,700.00	\$46,200.00
Trench safety	3225	LF	\$1.55	\$4,998.75	\$1.55	\$4,998.75
			Total	\$593,648.75	Total	\$680,723.75

If there are any questions or additional information needed, feel free to contact us at jtheriot@RepublicEDS.com or (512) 665-8910.

Sincerely,



Joseph Theriot, P.E. # 120299

Attachment:

5 Star Civil Construction Bid for Hilltop Ranch
SD Plumbing, LLC. Bid for Hilltop Ranch



To:	Laxman Patil	Contact:	
Address:	Laxmanpatil1979@gmail.com	Phone:	
	Austin	Fax:	
Project Name:	HILLTOP RANCH CITY REQUEST	Bid Number:	
Project Location:		Bid Date:	12/6/2023

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
ALTERNATE 1 8" PVC PIPE					
1	MOBILIZATION / DEMOBILIZATION (8" PVC)	1.00	LS	\$8,500.00	\$8,500.00
2	CONNECT TO EXISTING 24" WATERLINE (REMOVE 24" PLUG AND CONNECT TO EXISTING)	1.00	EACH	\$3,875.00	\$3,875.00
3	INSTALL 8" GATE VAVLES	5.00	EACH	\$2,925.00	\$14,625.00
4	8" C900 DR14 WATER LINE INCLUDING FITTINGS & APPURTENANCES (ONSITE)	3,225.00	LF	\$64.00	\$206,400.00
5	FIRE HYDRANTS W/GATE VALVE, LEAD, & TEE	6.00	EACH	\$7,550.00	\$45,300.00
6	TRENCH SAFETY	3,225.00	LF	\$1.10	\$3,547.50
Total Price for above ALTERNATE 1 8" PVC PIPE Items:					\$282,247.50

ALTERNATE 1 8" DUCTILE PIPE					
1	MOBILIZATION / DEMOBILIZATION (8" DUCTILE)	1.00	LS	\$8,500.00	\$8,500.00
2	CONNECT TO EXISTING 24" WATERLINE (REMOVE 24" PLUG AND CONNECT TO EXISTING)	1.00	EACH	\$4,875.00	\$4,875.00
3	INSTALL 8" GATE VAVLES	5.00	EACH	\$2,925.00	\$14,625.00
4	8" DUCTILE WATER LINE INCLUDING FITTINGS & APPURTENANCES (ONSITE)	3,225.00	LF	\$74.45	\$240,101.25
5	FIRE HYDRANTS W/GATE VALVE, LEAD, & TEE	6.00	EACH	\$7,550.00	\$45,300.00
6	TRENCH SAFETY	3,225.00	LF	\$1.10	\$3,547.50
Total Price for above ALTERNATE 1 8" DUCTILE PIPE Items:					\$316,948.75

ALTERNATE 2 16" PVC PIPE					
1	MOBILIZATION / DEMOBILIZATION (16" PVC)	1.00	LS	\$8,500.00	\$8,500.00
2	CONNECT TO EXISTING 24" WATERLINE (REMOVE 24" PLUG AND CONNECT TO EXISTING)	1.00	EACH	\$7,170.00	\$7,170.00
3	INSTALL 16" GATE VALVES	5.00	EACH	\$11,050.00	\$55,250.00
4	16" C900 DR-14 WATER LINE INCLUDING FITTINGS & APPURTENANCES	3,225.00	LF	\$137.00	\$441,825.00
5	FIRE HYDRANTS W/GATE VALVE, LEAD, & TEE	6.00	EACH	\$7,550.00	\$45,300.00
6	TRENCH SAFETY	3,225.00	LF	\$1.10	\$3,547.50
Total Price for above ALTERNATE 2 16" PVC PIPE Items:					\$561,592.50

ALTERNATE 2 16" DUCTILE PIPE					
1	MOBILIZATION / DEMOBILIZATION (16" DUCTILE)	1.00	LS	\$8,500.00	\$8,500.00
2	CONNECT TO EXISTING 24" WATERLINE (REMOVE 24" PLUG AND CONNECT TO EXISTING)	1.00	EACH	\$7,170.00	\$7,170.00
3	INSTALL 16" GATE VALVES	5.00	EACH	\$11,050.00	\$55,250.00
4	16" C900 DUCTILE WATER LINE INCLUDING FITTINGS & APPURTENANCES	3,225.00	LF	\$162.15	\$522,933.75

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
5	FIRE HYDRANTS W/GATE VALVE, LEAD, & TEE	6.00	EACH	\$7,550.00	\$45,300.00
6	TRENCH SAFETY	3,225.00	LF	\$1.10	\$3,547.50
Total Price for above ALTERNATE 2 16" DUCTILE PIPE Items:					\$642,701.25

Notes:

- P&P Bonds. If needed add 2.5%.
- Haul off spoil. All excess spoil to be left stockpiled onsite and spread by others.
- All testing, fees or charges (Owner to pay by the lab of his choice).
- Conflicts with existing utilities not shown on the plans.
- Water metering devices.
- Licenses and development permits and fees, capital recovery fees, plumbing permits or tap fees.
- Multiple mobilization/ demobilization.
- Erosion Control Install and Maintenance
- Onsite Excavation shall be used for backfill / embankment.
- Any dewatering associated with groundwater.
- Handling of hazardous materials.
- Night work.
- All labor and equipment to complete the attached scope of work following normal construction sequences within reasonable periods.
- Our price includes overhead, workers compensation, standard insurance, and profit
- Our pricing based on working 10-hour days 7:00 am to 5:00 pm Monday thru Friday.
- Addenda Received: (0)
- Five Star Civil Construction reserves the right to withdrawal our bid for any reason.
-
- NOTE: BUDGETARY NUMBERS

ACCEPTED: The above prices, specifications and conditions are satisfactory and hereby accepted. Buyer: _____ Signature: _____ Date of Acceptance: _____	CONFIRMED: 5 STAR CIVIL CONSTRUCTION Authorized Signature: _____ Estimator: Michael Hoge (737) 990-9912 mhoge@5starcivil.com
---	---

Julio Diaz
SD Plumbing, LLC
julio.sdplumbing@gmail.com
(832) 335-7918

Commercial Proposal

ADDRESS

LENDI HOME BUILDERS
26603 CLEAR MILL LN,
KATY TEXAS 77494

SHIP TO

HILLTOP RANCH
Leander, TX 7861

DATE 12/06/2023

Alternative #1: 8" Waterline - PVC PIPE				
	Quantity	Unit	Unit Price	Total Price
Mobilization / Demobilization	1	LS	\$12,000.00	12,000.00
Connect to Existing 24" waterline	1	EA	\$3,000.00	3,000.00
Gate valves	5	EA	\$3,250.00	16,250.00
8" PVC waterline with fittings & appurtenances	3225	LF	\$68.00	219,300.00
fire hydrants w/ gate Valve, lead & Tee	6	EA	\$7,300.00	43,800.00
Trench safety	3225	LF	\$1.35	4,353.75
Total				298,703.75

Alternative #1: 8" Waterline - DUCTILE IRON PIPE				
	Quantity	Unit	Unit Price	Total Price
Mobilization / Demobilization	1	LS	\$12,000.00	12,000.00
Connect to Existing 24" waterline	1	EA	\$3,000.00	3,000.00
Gate valves	5	EA	\$3,250.00	16,250.00
8" Ductile iron waterline with fittings & appurtenances	3325	LF	\$80.00	266,000.00
fire hydrants w/ gate Valve, lead & Tee	6	EA	\$7,700.00	46,200.00
Trench safety	3325	LF	\$1.35	4,488.75
Total				347,938.75

Alternative #2: 16" Waterline - PVC PIPE				
	Quantity	Unit	Unit Price	Total Price
Mobilization / Demobilization	1	LS	\$14,000.00	14,000.00
Connect to Existing 24" waterline	1	EA	\$8,000.00	8,000.00
Gate valves	5	EA	\$12,500.00	62,500.00
16" PVC Waterline with fittings & appurtenances	3225	LF	\$142.00	457,950.00
fire hydrants w/ gate Valve, lead & Tee	6	EA	\$7,700.00	46,200.00
Trench safety	3225	LF	\$1.55	4,998.75
Total				593,648.75

Alternative #2: 16" Waterline - DUCTILE IRON PIPE				
	Quantity	Unit	Unit Price	Total Price

Mobilization / Demobilization	1	LS	\$14,000.00	14,000.00
Connect to Existing 24" waterline	1	EA	\$8,000.00	8,000.00
Gate valves	5	EA	\$12,500.00	62,500.00
16" Ductile Iron waterline with fittings & appurtenances	3225	LF	\$169.00	545,025.00
fire hydrants w/ gate Valve, lead & Tee	6	EA	\$7,700.00	46,200.00
Trench safety	3225	LF	\$1.55	4,998.75
Total				680,723.75

*The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. "Contractor warrants to Owner that all construction and related services provided hereunder shall be performed in a good and workmanlike manner, by workers who are appropriately trained and experienced in the work being performed.

Accepted By

Accepted Date



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Ratify the approval of an alternate date of January 27, 2024 for a Special Event Permit and street closures for the Martin Luther King Day March and Celebration in Old Town Park originally approved by the City Council on December 21, 2023.

BACKGROUND:

The City of Leander, in partnership with Leander Public Arts & Culture Commission, will co-host the MLK Day March and Celebration on Saturday, January 27th from 10:00 a.m. to 2:00 p.m. The event will feature a march, food and beverage vendors, craft vendors, information booths, and performers.

A special permit is requested for street closures for the march and festival.

The following streets are proposed to be closed from 7:00 a.m. to 4:00 p.m. on the day of the event:

- West Willis Street between Bagdad Street and Brushy Street
- West South Street between West and US 183
- Brushy Street between West Willis and Atkins Street
- Closures also include portions of W. South Street, N. West Drive, Municipal Drive, and S. West Drive for the march route from 9:30 a.m. to 11:30 a.m.

Additional Considerations:

- The Parks and Recreation Department to provide assistance and planning as needed, primarily hosting the MLK Day March, providing all sound equipment for festival music, and enlisting a Master of Ceremonies.
- Ensure the grounds are as presentable as possible (i.e. mowed, trimmed; treated for fire ants, etc.) immediately prior to the festival.
- Along with other City Departments, to set up and remove blockades for march/festival as needed.
- Place waste cans and dispose of trash.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff respectfully requests Council approval of a special permit to allow for street closures at the times and locations referenced above. Approval is also recommended for the additional considerations outlined.

PRESENTER:

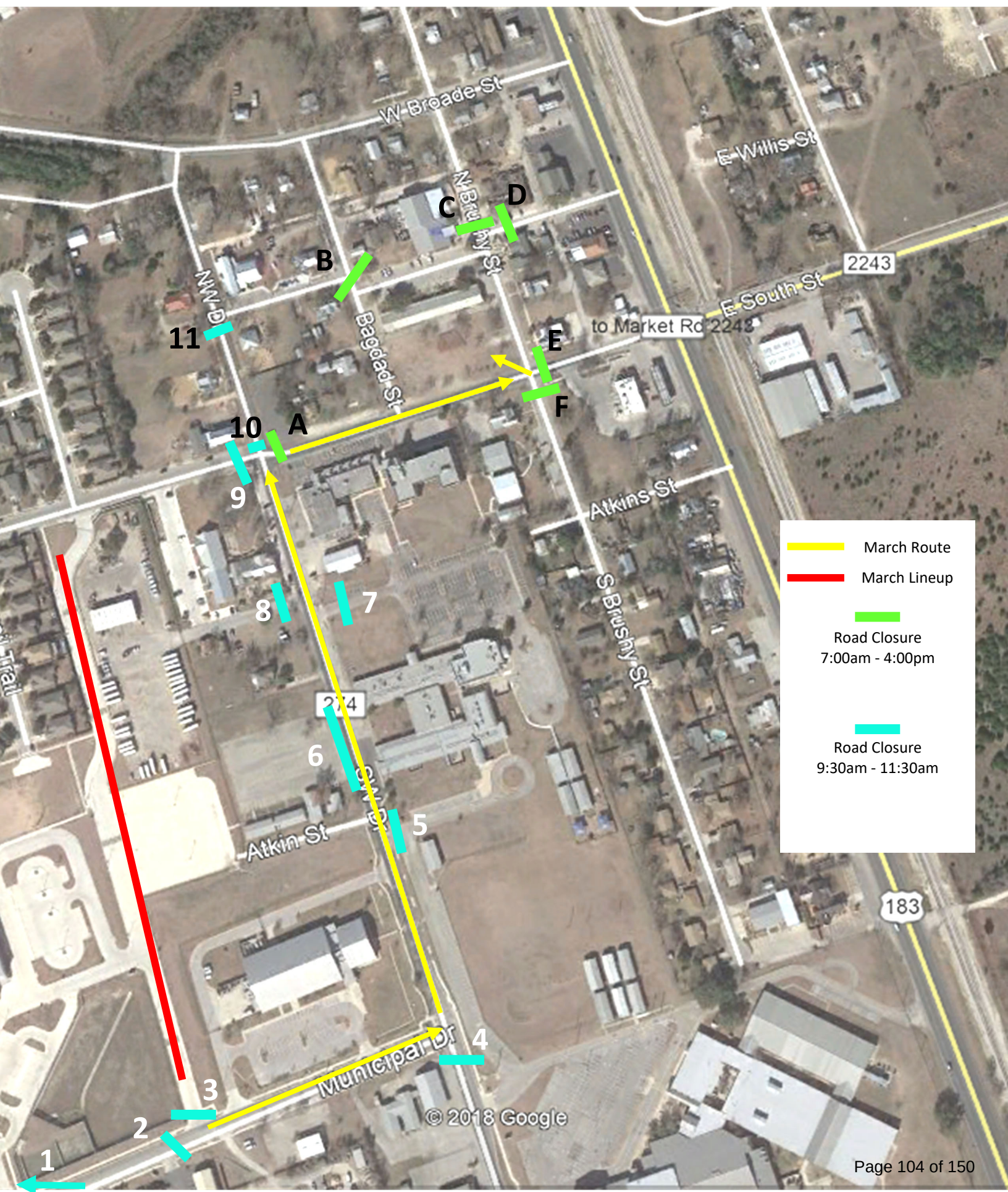
Mark Tummons, Parks & Recreation Director

Fiscal Impact

Attachments:

1. 2024 MLK Day March and Celebration_March Route
2. 2024 MLK Day March and Celebration_Vendor Map
3. 2024 MLK Day March and Celebration_Parking Map
4. 2024 MLK Day March and Celebration_Barricade Assignments

2024 MLK Day March and Celebration Map





Vendor Check-in at W Willis St and Bagdad St			
A-F	Food Vendors	1-35	Vendors



Portable Toilets



Trashcans



Information/Parks Tent



Risers

2024 MLK Day March and Celebration Parking Map



All LISD lots will be available for parking.

／ = No street parking

Leander MLK Day March and Celebration 2024 Barricade Placement and Assignment

CELEBRATION BARRICADES (7:00am – 4:00pm)

A. East side of South/West Drive	Water barricades	PW	Manned
	- Middle 2 barricades not filled - Remove middle 2 barricades at 9:30am - Place again and fill after the march goes through		
B. W. Willis/Bagdad St.	Panel barricade	PW/PARD	Manned
C. North side of N Brushy/W Willis	Water barricades	PW	Manned
D. W. Willis/Brushy Street	Water barricades	PW	Unmanned
E. South/Brushy	Water barricades	PW	Unmanned
F. Brushy/South	Water barricades	PW	Unmanned

MARCH BARRICADES (9:30am – 11:30am)

1. At Municipal at Northern Trail	Detour Sign	PW	Unmanned
2. Across Municipal at Camacho Entry	Police car w/lights	Police	Manned
3. Camacho Parking Lot	Cones	PARD	Manned
4. West Drive/Municipal	Police car w/lights	Police	Manned
5. LEO south lot entrance	Bike racks	PARD	Manned
6. North lot of Atkin/West	Cones	PARD	Manned
7. LEO Center parking lot/West	Bike racks	PARD	Manned
8. Methodist Church south entrance	Bike racks	PARD	Manned
9. West side of South/West	Police car w/lights	Police	Manned
10. North side of West/South	Panel barricades	PW	Manned
11. South side of West/Willis	Police car w/lights	Police	Manned

Updated: December 12, 2023



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Approval of a Resolution authorizing a Purchasing Agreement by and between the City of Leander and Siddons Martin Emergency Group, LLC for the purchase of fire service apparatus parts, equipment, and repair services, and related goods through BuyBoard Contracts 651-21 and 698-23 in the total amount of \$687,500.00 for the term of the contract expiring September 30, 2024 and March 31, 2026 respectively; providing for an effective date; and authorizing the Interim City Manager to execute any and all necessary documents.

BACKGROUND:

Chapter 791, § 271.102 of the Texas Government Code states; "a local government may participate in a Cooperative Purchasing Program with another local government or a local cooperative organization. A local government that purchases goods or services under this subchapter satisfies any state law requiring the local government to seek competitive bids for the purchase of goods or services."

When local governments purchase goods or services, they have three (3) options in order to complete those purchases: requesting invitations to bid; soliciting requests for proposals; or by utilizing the cooperative purchasing program established by the State of Texas.

A Master Interlocal Agreement permits the City to utilize the cooperative organization's current and/or future contracts for goods and services without having to seek competitive bids.

This agreement allows the City to purchase items from the vendor up to \$687,500.00 in costs on/or before the expiration date of September 30, 2024 (Contract # 651-21) and March 31, 2026 (Contract #698-23).

This contract will be in place through September 30, 2024 (Contract # 651-21) and March 31, 2026 (Contract #698-23), as a Fire Department contract for the purchase of fire service apparatus parts, equipment, and repair services, and related goods in an approximate annual value of \$343,750.00.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff recommends approval

PRESENTER:

Billy Wusterhausen, Fire Chief

<u>Amount requested:</u>	<u>Fiscal Impact</u>
<u>Approved in current budget (Yes / No):</u>	343,750.00 annually, 687,500.00 total
<u>Expenditure (New / Amended):</u>	YES
<u>Recurring or one-time:</u>	New
<u>Fund source (Operating / Utility / etc.):</u>	Recurring
	General Operating Fund

Attachments:

1. Siddons Martin Contract- Resolution
2. Siddons Martin Contract-Exhibit A

AN RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR THE PURCHASE OF FIRE SERVICE APPARATUS PARTS, EQUIPMENT, AND REPAIR SERVICES AND RELATED GOODS FROM SIDDONS MARTIN EMERGENCY GROUP, LLC AS AN APPROVED VENDOR PURSUANT TO A COOPERATIVE PURCHASING PROGRAM; MAKING FINDINGS OF FACT; PROVIDING A SEVERABILITY CLAUSE PROVIDING A SAVINGS CLAUSE, PROVIDING AN EFFECTIVE DATE, PROVIDING AN OPEN MEETINGS CLAUSE, AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City of Leander ("City") desires to purchase fire service apparatus parts, equipment, and repair services, and related goods; and

WHEREAS, Chapter 271, Subchapter F of the Texas Local Government Code allows for local governments to participate in cooperative purchasing programs with other local governments; and

WHEREAS, the BuyBoard Cooperative Purchasing Program ("BuyBoard") is a cooperative purchasing program administered by the Texas Association of School Boards (TASB) for the purpose of procuring goods and services for its members; and

WHEREAS, the City is a member of BuyBoard; and

WHEREAS, Siddons Martin Emergency Group, LLC is an approved vendor of BuyBoard; and

WHEREAS, the City desires to have the City Manager of the City of Leander execute an agreement for the purchase said goods and services from Siddons Martin Emergency Group, LLC through BuyBoard in an amount not to exceed \$687,500.00.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS, THAT:

Section 1. Findings of Fact. The above and foregoing recitals are hereby found to be true and correct and are incorporated herein as findings of fact.

Section 2. Authorization. The City Manager is hereby authorized to negotiate and execute a purchase agreement in the same or substantially same form as the purchase agreement attached hereto as **Exhibit A** to effectuate the purchase of fire service apparatus parts, equipment, and repair services, and related goods from Siddons Martin Emergency Group, LLC as an approved vendor of BuyBoard subject to the powers and duties prescribed by the City of Leander Code of Ordinances and not to exceed \$687,500.00.

Section 3. Severability. If any provision of this Resolution is illegal, invalid, or unenforceable under present or future laws, the remainder of this Resolution will not be affected and, in lieu of each illegal, invalid, or unenforceable provision, a provision as similar in terms to the illegal, invalid, or unenforceable provision as is possible and is legal, valid, and enforceable will be added to this Resolution.

Section 4. Effective Date. This Resolution will become effective upon its adoption, passage by the City Council in accordance with the procedures on the date of passage as required and publication as required by law.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this Resolution is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act.

PASSED AND APPROVED this 1st day of February, 2024.

CITY OF LEANDER, TEXAS

BY: _____
Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary

"A"

**CITY OF LEANDER AGREEMENT FOR PURCHASE
OF
FIRE SERVICE APPARATUS VEHICLES AND REPAIR SERVICES
WITH
SIDMONS MARTIN EMERGENCY GROUP, LLC
CONTRACT L00286**

THE STATE OF TEXAS §
 §
CITY OF LEANDER § KNOW ALL BY THESE PRESENTS:
 §
COUNTY OF WILLIAMSON §
 §

THAT THIS AGREEMENT for the purchase of fire service apparatus vehicles and repair services, and for related goods (referred to herein as the "Agreement"), is made and entered into on this the 1st day of the month of February, 2024 by and between the **CITY OF LEANDER**, a Texas home-rule municipality, whose offices are located at 105 N. Brushy Street, Leander, Texas 78641 (referred to herein as the "City"), and **SIDDONS MARTIN EMERGENCY GROUP, LLC**, whose offices are located at 1362 East Richey, Houston, TX 77073 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain goods, specifically fire service apparatus vehicles and repair services; and

WHEREAS, City is a member of the BuyBoard Cooperative Purchasing Program ("BuyBoard ") and Vendor is an approved BuyBoard vendor through BuyBoard Contract# 651-21 and 698-23; and

WHEREAS, City desires to purchase certain goods from V endor through BuyBoard as set forth herein;

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follow:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City agrees to buy specified goods and Vendor is obligated to provide said goods.

B. **City** means the City of Leander, Williamson County, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Vendor** means Siddons Martin Emergency Group, LLC, its successors or assigns.

2.01 EFFECTIVE DATE AND TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate September 30, 2024 (Contract # 651-21) and March 31, 2026 (Contract # 698-23). An administrative amendment is anticipated on October 1, 2024, to permit usage of the new BuyBoard contract for repair services.

C. City reserves the right to review the relationship with Vendor at any time and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence, or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within

the contract term specified. A change in the Scope of Services or any term of this Agreement, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described in Section 9.01 herein.

5.01 COSTS

A. City agrees to pay for supplies during the term of this Agreement at the pricing set forth at in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. The City shall be authorized to pay the Vendor in an amount of **Six-Hundred Eighty-Seven Thousand Five-Hundred and No/100 Dollars (\$687,500.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the goods as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(6); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor, or supplier about the goods delivered or the service performed that cause the payment to be late; or

- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 SUPPLEMENTAL AGREEMENT

The terms of this Agreement may be modified by written Supplemental Agreement hereto, duly authorized by City Council or by the City Manager, if the City determines that there has been a significant change in (1) the scope, complexity, or character of the services to be performed or goods to be delivered; (2) the costs associated with the payment of goods and services; or (3) the duration of the work to be performed. Any such Supplemental Agreement must be executed by both parties within the period specified as the term of this Agreement. Vendor shall not perform any work or incur any additional costs prior to the execution, by both parties, of such Supplemental Agreement. Vendor shall make no claim for extra work done or goods delivered unless and until there is full execution of any Supplemental Agreement, and the City shall not be responsible for actions by Vendor nor for any costs incurred by Vendor relating to additional work not directly authorized by Supplemental Agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee, or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

12.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act on its behalf with regard to Contract Management of this Agreement:

Billy Wusterhausen
Fire Department Chief
PO Box 319
Leander, Texas 78646
512-528-1664
wusterhausen@leandertx.gov

14.01 INSURANCE

Vendor shall meet all City of Leander Insurance Requirements as set forth at:
<https://www.leandertx.gov/finance/page/purchasing>.

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced

in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER, AND ORDINANCES

A. Vendor, its agents, employees, and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Leander, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel and will not boycott Israel during the term of this contract. The signatory executing this Agreement on behalf of Vendor verifies Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

C. To the extent the Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Governmental Code, as amended, solely for the purposes of compliance with Chapter 2252 of the Texas Governmental Code, and except to the extent otherwise required by applicable federal law, Vendor represents that the Vendor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Vendor is a company listed by the Texas Comptroller Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.

D. The Vendor hereby verifies that it and its parent's company, wholly or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code, and to the extent such section

is not inconsistent with a governmental entity's constitutional or statutory duties related to the issuance, incurrence, or management of debt obligations or the deposit, custody, management, borrowing or investment of funds. As used in the foregoing verification, "boycott energy company" means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm, or limit commercial relations with a company because the company: (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil-based energy and does not commit or pledge to meet environmental standards beyond federal and state law: or (B) does business with a company described as by the preceding statement in (A).

E. The Vendor hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002, Texas Government Code. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" means: (i) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (ii) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (iii) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; but does not include (a) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; or (b) a company's refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency; or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity's or association's status as a firearm entity or firearm trade association.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet, or transfer any interest in this Agreement without prior written authorization of the other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

Siddons Martin Emergency Group, LLC
1362 East Richey
Houston, TX 77073

Notice to City:

City Manager
PO Box 319
Leander, TX 78646

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Leander, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

The Parties agree that in the event of a dispute concerning the performance or non-performance of any obligations flowing from or because of this Agreement and prior to the initiation of any formal action, the Parties will voluntarily submit the dispute to mediation. If a mediator cannot be agreed to within 30 days of a party requesting mediation, the parties will submit the matter to a dispute resolution center for mediation as though it were referred through the operation of the Texas Alternative Dispute Resolution Procedures Act, Title 7, Chapter 154, TEX. CIV. PRAC. & REM. CODE ANN. (Vernon 2019). No record, statement, or declaration resulting from or in connection with such alternate dispute resolution procedure may be used in evidence in subsequent litigation except to demonstrate that this article has been complied with in good faith by a party.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced, and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

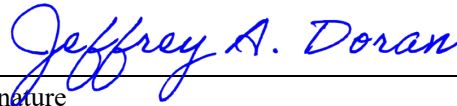
Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Leander

Siddons Martin Emergency Group, LLC

Signature
Print Name: Isaac D. Turner
Title: Interim City Manager
Date: February 1, 2024



Signature
Print Name: Jeffrey A. Doran - Director Order Mngement
Title: _____
Date: 01-19-2024



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Conduct a Public Hearing regarding Subdivision Case CP-23-0024 to adopt the Enclave at Crystal Falls Concept Plan and Preliminary Plat on four (4) parcels of land approximately 19.53 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031345, R031341, R031342, and R559253; generally located on the north side of East Crystal Falls Parkway approximately 1,000 feet west of Ronald W. Reagan Boulevard., Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0024 as described above.

BACKGROUND:

This request includes the first and second steps in the subdivision process. Pursuant to Section 212.005 of the Texas Local Government Code, approval by municipality is required since the concept plan satisfies the applicable regulations without requesting any variances.

HISTORY/TIMELINE:

09/16/2022 Zoning Approved

01/25/2024 Planning & Zoning Commission, 1st Public Hearing

APPLICANT/AGENT:

Good Faith Engineering LLC (Anthony Goode) on behalf of ZHN Investment LLC (Lynn Yuan)

RECOMMENDATION:

The proposal includes two (2) commercial lots and one (1) residential condo regime lot. Staff recommends Approval of this request. The Planning & Zoning Commission unanimously approved the request during the January 25, 2024 meeting.

PRESENTER:

Robin M. Griffin, AICP, Executive Director of Development Services

Attachments:

1. CP-23-0024 Att 1 Concept Plan & Preliminary Plat - The Enclave at Crystal Falls
2. CP-23-0024 Att 2 Location Map - The Enclave at Crystal Falls
3. 1-25-2024 Draft P & Z Minutes

THE ENCLAVE AT CRYSTAL FALLS

CONCEPT PLAN & PRELIMINARY PLAT PROJECT NUMBER: CP-23-0024

FILING DATE: 07/25/2023



CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664

OWNER/DEVELOPER:
ZHN INVESTMENT LLC
11770 JOLLYVILLE RD
AUSTIN, TX 78759
CONTACT: LYNN YUAN
512-298-1899
LYNN@REALINTERNATIONAL.COM

ENGINEER/AGENT:
GOODE FAITH ENGINEERING, LLC
1620 LA JAITA DR, SUITE 300
CEDAR PARK, TEXAS 78613
CONTACT: ANTHONY H. GOODE, PE 97263
P: (972) 822-1682
E: ANTHONY@GOODEFAITHENG.COM

SURVEYOR:
JPH LAND SURVEYING, INC
1516 E. PALM VALLEY BLVD
SUITE A4
ROUND ROCK, TEXAS 78664
CONTACT: COLE STREVEY, RPLS/PLS
O: (512) 686-1474
C: (817) 933-6585
E: COLE@JPHLS.COM

PLAN SUBMITTAL/REVIEW LOG

1ST SUBMITTAL TO CITY	07/25/2023
2ND SUBMITTAL TO CITY	09/26/2023
3RD SUBMITTAL TO CITY	10/24/2023
4TH SUBMITTAL TO CITY	11/14/2023
5TH SUBMITTAL TO CITY	12/12/2023

LAND USE SUMMARY		
SITE DATA:		
LOCATION	10987 TO 10969 CRYSTAL FALLS PKWY	
ZONING	PUD - GC-2-A (GENERAL COMMERCIAL) & TF-2-A (TWO-FAMILY)	
TOTAL ACREAGE	19.53 AC	
TOTAL LOTS	3	
FUTURE LAND USE CATEGORY	MULTI-USE CORRIDOR	
LOT DATA:		
LOT:	PROPOSED USE:	SIZE:
LOT 1 LAND USE	GENERAL COMMERCIAL (OFFICE/WAREHOUSE)	3.91 AC (170,163 SF ±)
LOT 2 LAND USE	TWO-FAMILY	8.40 AC (364,971 SF ±)
LOT 3 LAND USE	GENERAL COMMERCIAL	7.23 AC (314,759 SF ±)

GENERAL PLAT NOTES:

- THIS SUBDIVISION IS WHOLLY CONTAINED WITHIN THE CURRENT CORPORATE LIMITS OF THE CITY OF LEANDER, TEXAS.
- NO LOT IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO THE CITY OF LEANDER WATER DISTRIBUTION AND WASTEWATER COLLECTION FACILITIES.
- A BUILDING PERMIT IS REQUIRED FROM THE CITY OF LEANDER PRIOR TO CONSTRUCTION OF ANY BUILDING OR SITE IMPROVEMENTS ON ANY LOT IN THIS SUBDIVISION.
- NO BUILDINGS, FENCES, LANDSCAPING OR OTHER STRUCTURES ARE PERMITTED WITHIN DRAINAGE EASEMENTS SHOWN EXCEPT AS APPROVED BY THE CITY OF LEANDER PUBLIC WORKS DEPARTMENT.
- PROPERTY OWNER SHALL PROVIDE FOR ACCESS TO DRAINAGE EASEMENTS AS MAY BE NECESSARY AND SHALL NOT PROHIBIT ACCESS BY THE CITY OF LEANDER.
- ALL EASEMENTS ON PRIVATE PROPERTY SHALL BE MAINTAINED BY THE PROPERTY OWNER OR HIS OR HER ASSIGNS.
- IN ADDITION TO THE EASEMENT SHOWN HEREON, A TEN (10) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG AND ADJACENT TO ALL RIGHT-OF-WAY AND A TWO AND A HALF (2.5) FOOT WIDE PUBLIC UTILITY EASEMENT IS DEDICATED ALONG ALL SIDE LOT LINES.
- NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48491C0460F FOR WILLIAMSON CO., EFFECTIVE 12/20/2019.
- BUILDING SETBACKS NOT SHOWN HEREON SHALL COMPLY WITH THE MOST CURRENT ZONING ORDINANCE OF THE CITY OF LEANDER. ADDITIONAL RESIDENTIAL GARAGE SETBACKS MAY BE REQUIRED AS LISTED IN THE CURRENT ZONING ORDINANCE.
- SIDEWALKS SHALL BE INSTALLED ON THE SUBDIVISION SIDE OF CRYSTAL FALLS PKWY.

THOSE SIDEWALKS NOT ABUTTING A RESIDENTIAL, COMMERCIAL OR INDUSTRIAL LOT (INCLUDING SIDEWALKS ALONG STREET FRONTAGES OF LOTS PROPOSED FOR SCHOOLS, CHURCHES, PARK LOTS, DETENTION LOTS, DRAINAGE LOTS, LANDSCAPE LOTS, OR SIMILAR LOTS), SIDEWALKS ON ARTERIAL STREETS TO WHICH ACCESS IS PROHIBITED, SIDEWALKS ON DOUBLE FRONTAGE LOTS ON THE SIDE TO WHICH ACCESS IS PROHIBITED, AND ALL SIDEWALKS ON SAFE SCHOOL ROUTES SHALL BE INSTALLED WHEN THE ADJOINING STREET IS CONSTRUCTED.

11. ALL UTILITY LINES MUST BE LOCATED UNDERGROUND.
THIS PLAT CONFORMS TO THE PRELIMINARY PLAT APPROVED BY THE PLANNING & ZONING COMMISSION ON N/A INSERT APPROVAL DATE
12. APPROVAL OF THIS FINAL PLAT DOES NOT CONSTITUTE THE APPROVAL OF VARIANCES OR WAIVERS TO ORDINANCE REQUIREMENTS.

NON-RESIDENTIAL & MULTI-FAMILY PLAT NOTES:

1. ALL DRIVE LANES, FIRE LANES, AND DRIVEWAYS WITHIN THIS SUBDIVISION SHALL PROVIDE FOR RECIPROCAL ACCESS FOR INGRESS AND EGRESS TO ALL OTHER LOTS WITHIN THE SUBDIVISION AND TO ADJACENT PROPERTIES.

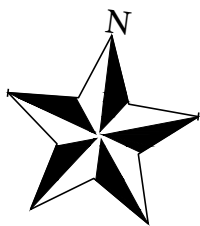
2. TRAFFIC IMPACT ANALYSIS NOTE:

2.1. AT THE TIME OF SITE DEVELOPMENT PERMIT, THE APPLICANT WILL PROVIDE A PAYMENT TO THE CITY IN LIEU OF A TRAFFIC IMPACT ANALYSIS (TIA), UNLESS A TIA FOR THE ENTIRE DEVELOPMENT INDICATES THAT AVERAGE DAILY TRIPS ARE ESTIMATED BELOW 2,000.

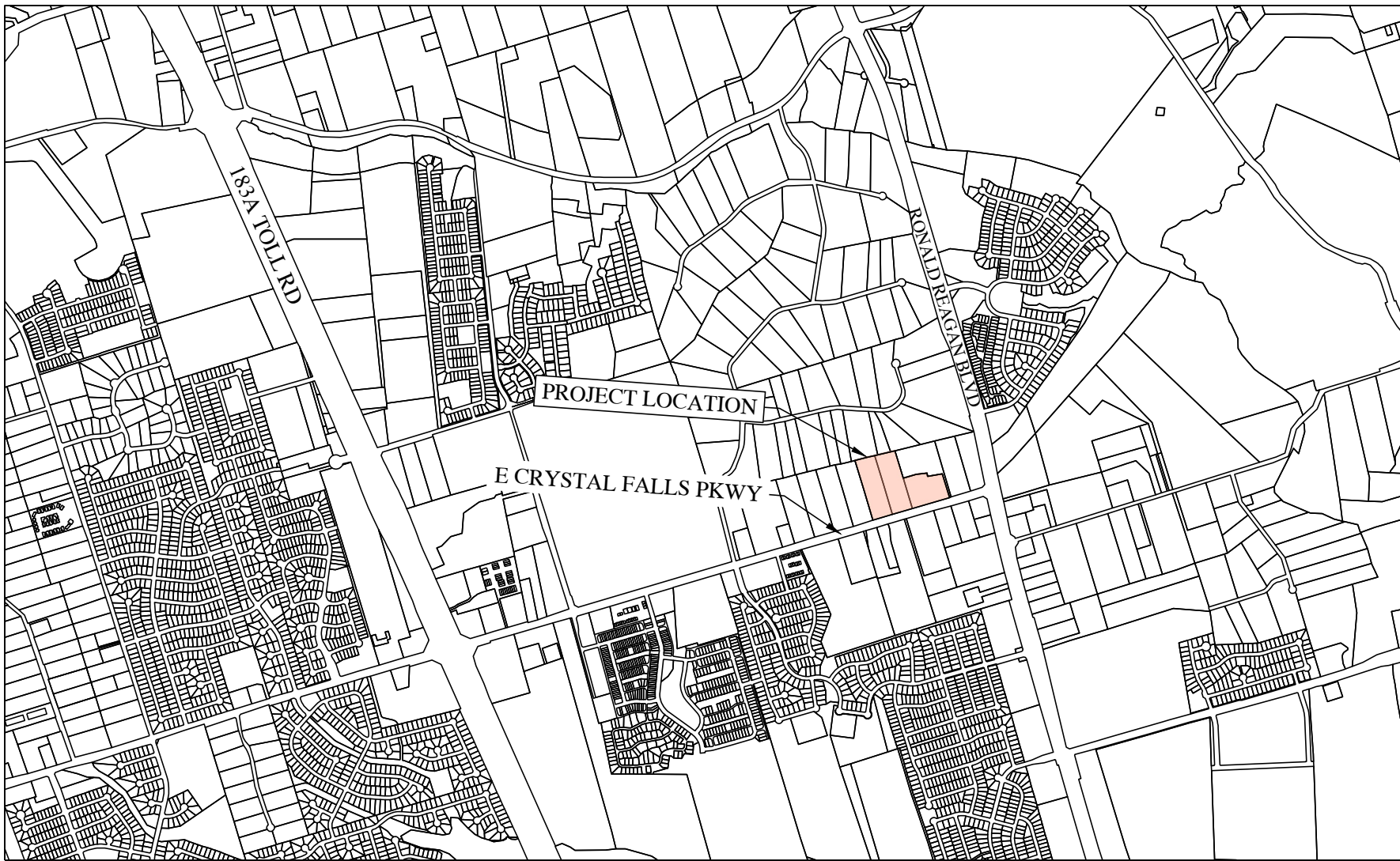
SINGLE-FAMILY & TWO-FAMILY PLAT NOTES:

1. NO DRIVEWAY SHALL BE CONSTRUCTED CLOSER THAN 50' OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING LOCAL OR COLLECTOR STREET OR 100'

- OR 60% OF PARCEL FRONTAGE, WHICHEVER IS LESS, TO THE ROW OF AN INTERSECTING ARTERIAL STREET.
- THE CONDO ASSOCIATION SHALL OWN AND MAINTAIN SHARED DRIVES AND FIRE LINES WITH HYDRANTS. *ADDITIONAL CONDO ASSOCIATIONS LIKELY FOR EACH LOT.
 - THE CONDO ASSOCIATION BYLAWS ARE RECORDED IN THE OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS UNDER DOCUMENT NUMBER _____.
 - THE CONDO ASSOCIATION SHALL MOW AND MAINTAIN LANDSCAPING IN THE OPEN CHANNELS, DETENTION AND WATER QUALITY AREAS.
 - THE CONDO ASSOCIATION SHALL OWN AND MAINTAIN DRAINAGE AND WATER QUALITY IMPROVEMENTS CONTAINED IN OPEN CHANNELS, DETENTION AND WATER QUALITY AREAS.



SCALE: 1"=2000'
0 2000 4000



SHEET NUMBER	SHEET TITLE
1	COVER
2	CONCEPT PLAN
3	EXISTING CONDITIONS
4	PRELIMINARY PLAT
5	IMPROVEMENTS & UTILITIES PLAN
6	DRAINAGE AREA MAP
7	WASTEWATER IMPROVEMENTS
8	WATER IMPROVEMENTS
9	TREE PROTECTION PLAN (1 of 3) (TREE SURVEY)
10	TREE PROTECTION PLAN (2 of 3)
11	TREE PROTECTION PLAN (3 of 3) (TREE TABLE)
12	PARKS PLAN

THE ENCLAVE AT CRYSTAL FALLS

COVER



SUBMITTED BY:

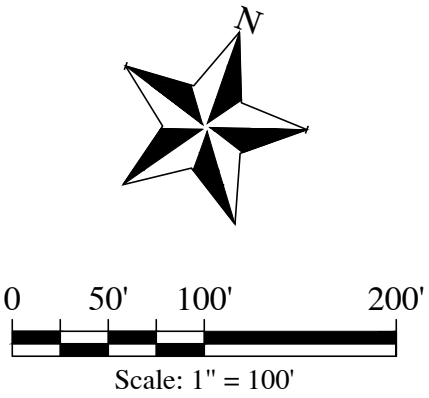
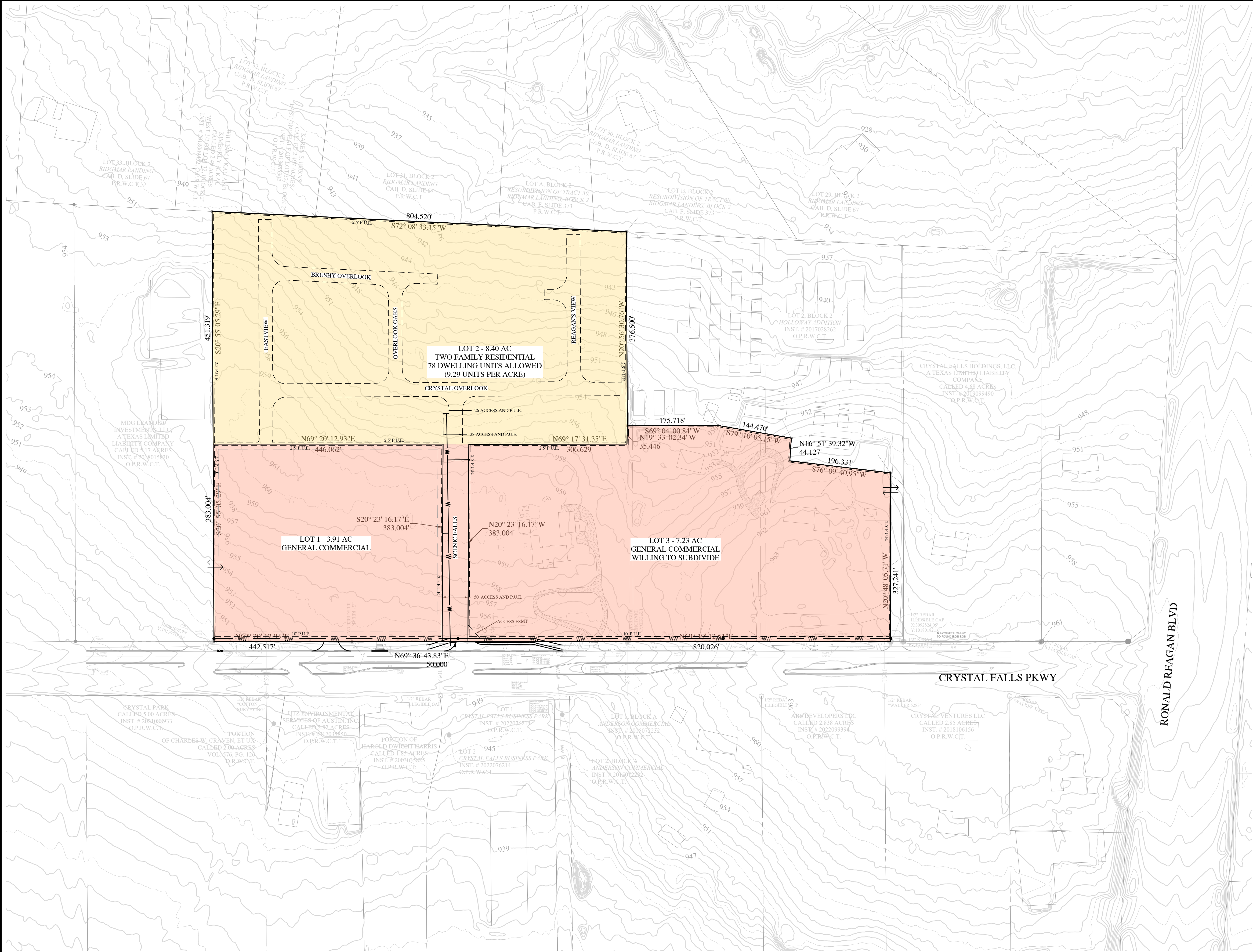
Anthony H. Goode 12-8-23

ANTHONY GOODE, P.E.
GOODE FAITH ENGINEERING, LLC.
TYPE FIRM NO. F-22664
1620 LA JAITA DR, STE 300
CEDAR PARK, TX 78613
P: (972) 822-1682

RELEASE OF THIS APPLICATION DOES NOT CONSTITUTE A VERIFICATION OF ALL DATA, INFORMATION AND CALCULATIONS SUPPLIED BY THE APPLICANT. THE ENGINEER OF RECORD IS SOLELY RESPONSIBLE FOR THE COMPLETENESS, ACCURACY, AND ADEQUACY OF HIS/HER SUBMITTAL, WHETHER OR NOT THE APPLICATION IS REVIEWED FOR CODE COMPLIANCE BY CITY ENGINEERS.

DRAWN BY	DATE
BLB	12/08/2023
CHECKED BY	PROJECT NO.
AHG	23-007.0

1 OF 12



LEGEND	
	DEVELOPMENT PROPERTY LINE
	SUBDIVISION LOT LINE
	PUBLIC UTILITY EASEMENT
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING ZONING: GENERAL COMMERCIAL PROPOSED ZONING: GENERAL COMMERCIAL LAND USE: VACANT / AG
	EXISTING ZONING: TF-2-A RESIDENTIAL PROPOSED ZONING: TF-2-A RESIDENTIAL LAND USE: VACANT / AG

ITE TRIP GENERATION MANUAL (11TH ED.)				
Use	ITE Code	Unit	Expected Units	Average Daily Trips
Duplex	Single Fam Attached - 215	Dw Units	78	544
Office/Warehouse	Warehousing - 150	KSF	20	50
Office	Office Park - 750	KSF	46	721
Retail	Strip Retail Center - 822	KSF	39.5	1897
Services	High Turn Sit Down - 932	KSF	5	536
			Total Trips	3748

PARK PLAN		
TOTAL NUMBER OF DWELLING UNITS		78
REQUIRED PARKLAND AREA	(78 DU)/100 X 3.5AC PER DU =	2.73 AC
PARK IMPROVEMENTS REQUIRED	78 DU X \$400 PER DU =	\$31,200
PARKLAND FEE-IN-LIEU	78 DU X \$1050 PER DU =	\$81,900
		TOTAL \$113,100

NOTES:
1) NO PORTION OF THIS TRACT IS WITHIN A FLOOD HAZARD AREA AS SHOWN ON THE FLOOD INSURANCE RATE MAP PANEL # 48491C0460F FOR WILLIAMSON CO., EFFECTIVE 12/20/2019.
2) 4,000 SF OF COMMERCIAL TO BE COMPLETED PRIOR TO RESIDENTIAL"

NOTE: ADDITIONAL INFORMATION FOR PRIVATE IMPROVEMENT
WILL BE PROVIDED WITH THE SITE PLAN SUBMITTAL.

Utility Cales			
Proposed Building Use	Units	Lue Conversion	LUE
Duplex	39	2 LUE/Unit	78.00
Office (Square Feet of Floor)	46,000	1 LUE/3000 SF	15.33
Office Warehouse (Square Feet of Floor)	20,000	1 LUE/4000 SF	5.00
Retail; Shopping Center (Square Feet of Floor)	39,500	1 LUE/1660 SF	23.80
Restaurant/Cafeteria (Squire Feet of Floor)	5,000	1 LUE/200 SF	25.00
	110,539	Total LUEs	147.13

Wastewater	LUE	Persons	GPD/Person	Total (GPM)
Avg Dry Weather	147.13	412	70.0	20.0
Peak Dry Weather*			280.0	80.1
* Peak Flow Factor per City of Austin Formula:	4.00			
			ACRES	GPM
Inflow and Infiltration (I&I) = 750 gal/acre			21.50	11.2
Peak Wet Weather = Peak Dry Weather + I&I				91.3
*1 LUE = 2.8 Persons				

Water Flow	LUE	Persons	Gal/Day/LUE	Flow (GPM)
Avg Day Demand	147.13	495	268.88	27.5
Peak Day Demand			635.9	65.0
Peak Hour Demand			1194.53	122.0
Fire Flow Demand				1500.0

*1 LUE = 3.36 Persons

Per Model From K Friese + Associates		
Minimum Pressure =	67 psi (1,119 HGL)	
Maximum Pressure =	84 psi (1,135 HGL)	
Fire Flow Available =	2,069 gpm at 20 psi residual	



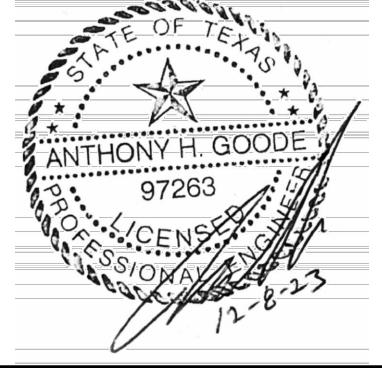
CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664

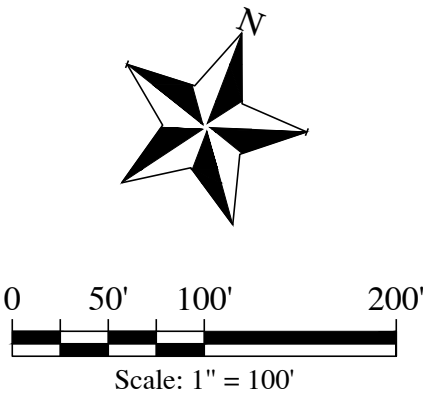
THE ENCLAVE AT CRYSTAL FALLS

CONCEPT PLAN

DATE	12/08/2023
PROJECT NO.	23-007.0
DESIGNED BY	BLB
CHECKED BY	AHG

REVISIONS	NO.	DESCRIPTION	DATE	BY	CHKD
	1				
	2				
	3				
	4				
	5				





- LEGEND
- DEVELOPMENT PROPERTY LINE
 - DEVELOPMENT SUBDIVISION LOT LINE
 - EXISTING PROPERTY LINE
 - PUBLIC UTILITY EASEMENT
 - - - EXISTING MAJOR CONTOUR
 - - - EXISTING MINOR CONTOUR
 - o TREE-MAINTAINED
 - o TREE-DEMOLITION

NOTES:
1) EXISTING BUILDINGS AND PONDS IN ADJACENT TRACTS ARE FROM AVAILABLE MAP INFORMATION.
2) SUB WATERSHED: SOUTH BRUSHY CREEK-BRUSHY CREEK WATERSHED; TURKEY CREEK-BRUSHY CREEK
3) PLEASE SEE DRAINAGE PLAN (SHEET 6) FOR EXISTING DRAINAGE AREA



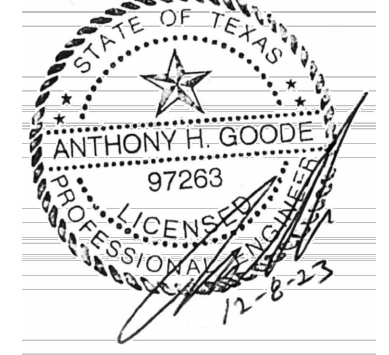
CIVIL ENGINEERING AND PLANNING
(972) 822-1682
TYPE FIRM REGISTRATION NO. F-22664

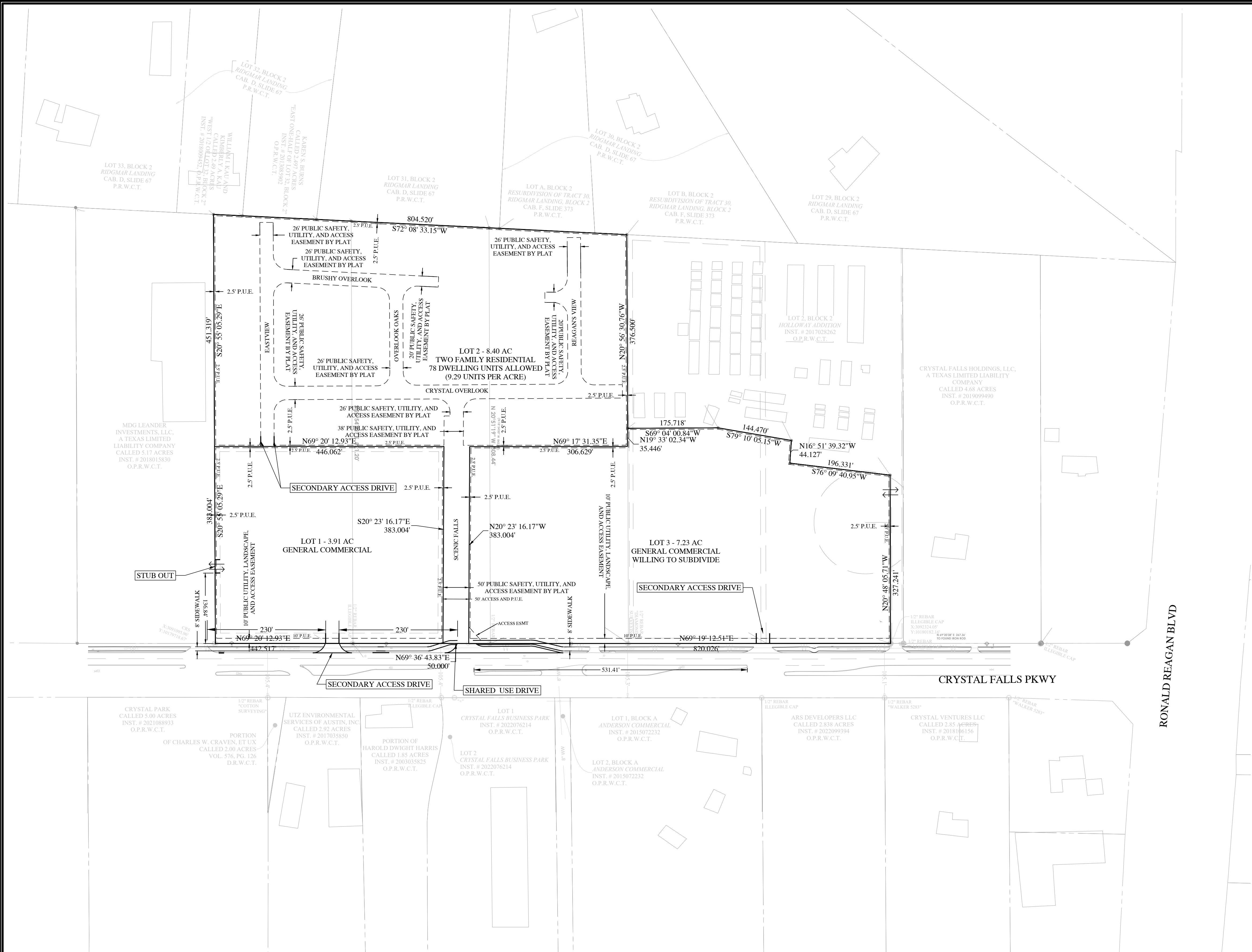
THE ENCLAVE AT CRYSTAL FALLS

EXISTING CONDITIONS

DATE	12/08/2023
PROJECT NO.	23-007.0
DESIGNED BY	BLB
CHECKED BY	AHG

REVISIONS	NO.	DESCRIPTION	DATE
	1		
	2		
	3		
	4		
	5		





- LEGEND
- DEVELOPMENT PROPERTY LINE
 - SUBDIVISION LOT LINE
 - PUBLIC UTILITY EASEMENT

- NOTES:
- EXISTING BUILDINGS AND PONDS IN ADJACENT TRACTS ARE FROM AVAILABLE MAP INFORMATION.
 - ALL EASEMENTS OF RECORD ARE SHOWN ON THE PLAT AS FOUND ON THE TITLE POLICY OR DISCOVERED WITH A TITLE SEARCH PREPARED FOR THE MOST RECENT PURCHASE OF PROPERTY.
 - CONDUIT IS NECESSARY TO PROVIDE FIBER TO FACILITIES.
 - HOMES WILL BE SPRINKLED UNLESS A SECONDARY CONNECTION IS PROVIDED TO A COLLECTOR CLASS ROADWAY OR HIGHER.

PARK PLAN		
TOTAL NUMBER OF DWELLING UNITS		78
REQUIRED PARKLAND AREA	(78 DU)/100 X 3.5AC PER DU =	2.73 AC
PARK IMPROVEMENTS REQUIRED	78 DU X \$400 PER DU =	\$31,200
PARKLAND FEE-IN-LIEU	78 DU X \$1050 PER DU =	\$81,900
TOTAL		\$113,100

SURVEYOR STATEMENT:
"EXISTING EASEMENTS OF RECORD AS FOUND ON THE TITLE POLICY PROVIDED BY TITLE RESOURCES GUARANTY COMPANY, GF NO. 2241761-BAL ISSUED AUGUST 23, 2022 HAVE BEEN SHOWN OR NOTED HERON"

JPH LAND SURVEYING, INC



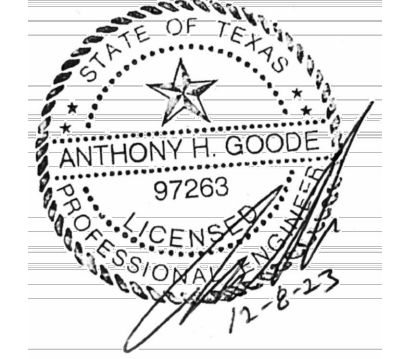
CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664

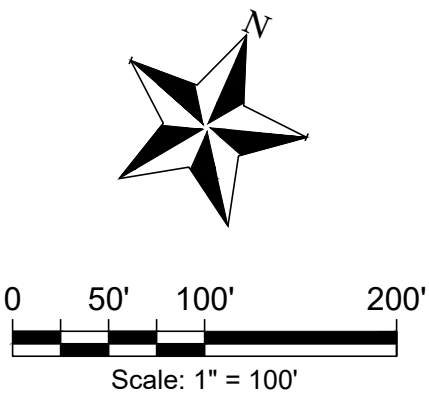
THE ENCLAVE AT CRYSTAL FALLS

PRELIMINARY PLAT

DATE	12/08/2023
PROJECT NO.	23-007.0
DESIGNED BY	BLB
CHECKED BY	AHG

REVISIONS	DESCRIPTION	DATE	BY	APP'D
NO	1	2	3	4





- LEGEND
- DEVELOPMENT PROPERTY LINE
 - SUBDIVISION LOT LINE
 - W — PROPOSED PUBLIC 8" WATER LINE
 - W — EXISTING PUBLIC 24" WATER LINE
 - ww — PROPOSED PUBLIC WASTE WATER LINE
 - PROPOSED PROPOSED MANHOLE

NOTE:
1) LOTS 1 AND 2 IS PROPOSED DEVELOPMENT. LOT 3 IS FUTURE DEVELOPMENT.
2) CONDUIT IS NECESSARY TO PROVIDE FIBER TO FACILITIES
3) SEE DRAINAGE PLAN (SHEET 6)



CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664

THE ENCLAVE AT CRYSTAL FALLS
IMPROVEMENTS & UTILITIES PLAN

DATE
12/08/2023

PROJECT NO.
23-007.0

DESIGNED BY
BLB

CHECKED BY
AHG

REVISIONS	NO.	DESCRIPTION	DATE	BY	CHECKED
	1				
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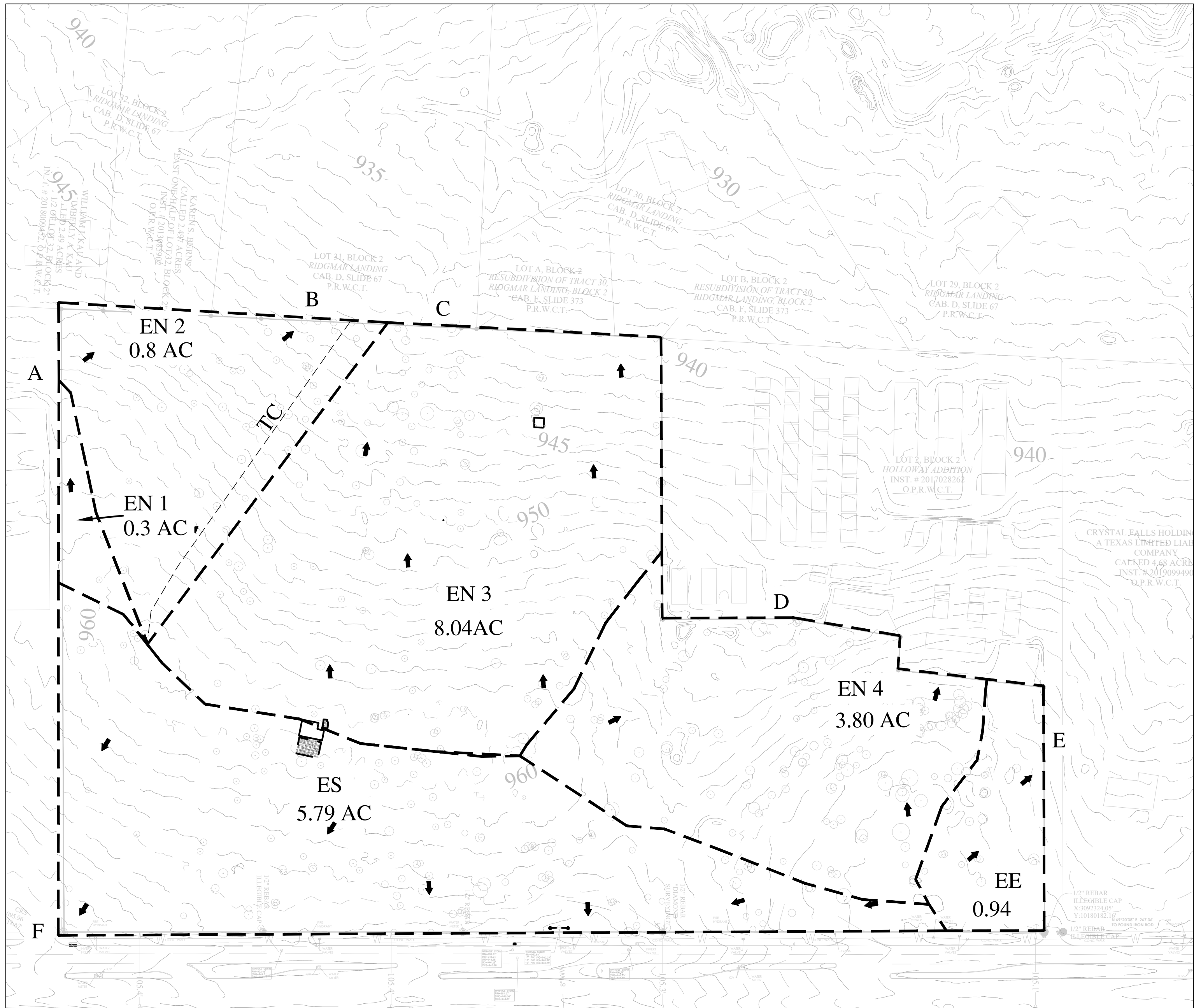
Utility Cales			
Proposed Building Use	Units	Lue Conversion	LUE
Duplex	39	2 LUE/Unit	78.00
Office (Square Feet of Floor)	46,000	1 LUE/3000 SF	15.33
Office Warehouse (Square Feet of Floor)	20,000	1 LUE/4000 SF	5.00
Retail; Shopping Center (Square Feet of Floor)	39,500	1 LUE/1660 SF	23.80
Restaurant/Cafeteria (Squire Feet of Floor)	5,000	1 LUE/200 SF	25.00
	110,539	Total LUEs	147.13

Wastewater	LUE	Persons	GPD/Person	Total (GPM)
Avg Dry Weather	147.13	412	70.0	20.0
Peak Dry Weather*			280.0	80.1
* Peak Flow Factor per City of Austin Formula:	4.00			
			ACRES	GPM
Inflow and Infiltration (I&I) = 750 gal/acre			21.50	11.2
Peak Wet Weather = Peak Dry Weather + I&I				91.3
*1 LUE = 2.8 Persons				

Water Flow	LUE	Persons	Gal/Day/LUE	Flow (GPM)
Avg Day Demand	147.13	495	268.88	27.5
Peak Day Demand			635.9	65.0
Peak Hour Demand			1194.53	122.0
Fire Flow Demand				1500.0

*1 LUE = 3.36 Persons

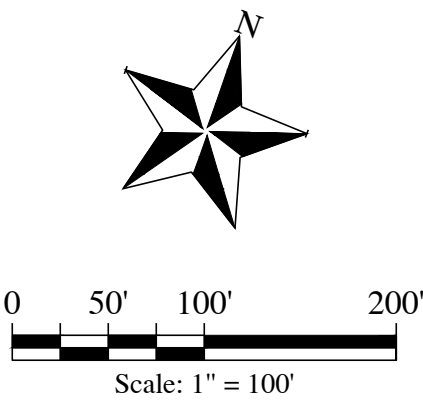
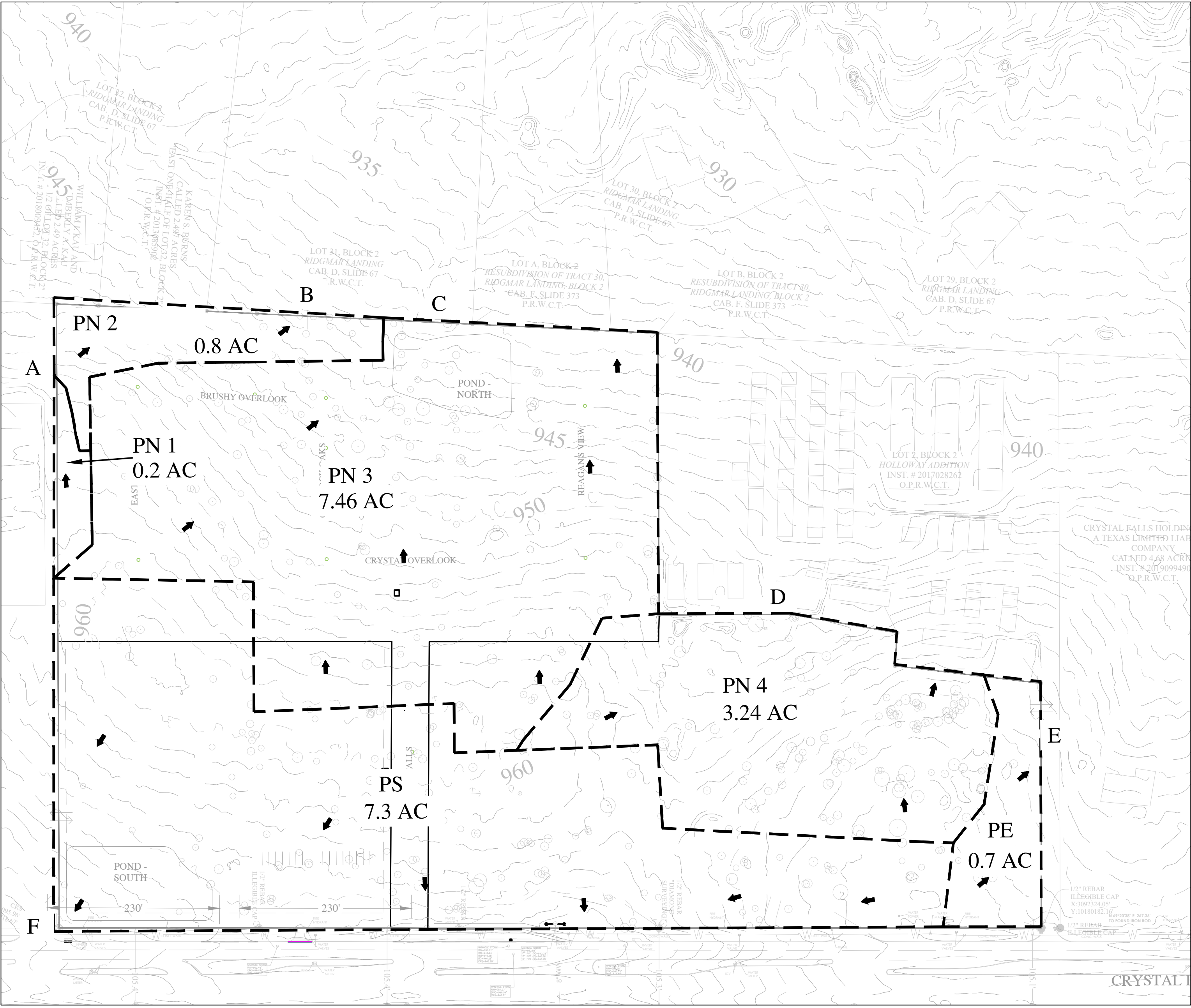
Per Model From K Friese + Associates		
Minimum Pressure =	67 psi (1,119 HGL)	
Maximum Pressure =	84 psi (1,135 HGL)	
Fire Flow Available =	2,069 gpm at 20 psi residual	



EXISTING DRAINAGE AREA MAP

Existing Drainage Calculations								
	Acres	Tc (min)	Impervious Cover (%)	Curve Number (Type D = 84)	Q - 2 year (cfs)	Q - 10 year (cfs)	Q - 25 year (cfs)	Q - 100 year (cfs)
EN 1 (POA A)	0.33	5.0	0	84	1.3	2.3	3.0	4.2
EN 2 (POA B)	2.43	5.0	0	84	9.6	17.2	22.4	31.3
EN 3 (POA C)	6.43	5.0	0	84	25.4	45.5	59.2	82.6
*EN 4 (POA D)	3.80	5.0	15%	84	16.0	27.7	35.7	49.4
ES (POA F)	5.78	5.0	9%	84	16.3	28.7	37.2	51.7
EE (POA E)	0.94	5.0	24%	84	4.1	7.0	8.9	12.3
Total	19.71							
Proposed Drainage Calculations								
PN 1 (POA A)	0.20	5.0	30%	84	0.9	1.5	1.9	2.6
PN 2 (POA B)	0.80	5.0	34%		3.7	6.1	7.7	10.6
PN 3	7.46		55%		36.4	58.4	73.6	99.6
POND NORTH (POA C)					24.9	40.4	52.3	82.6
WS Elevation					942.6	943.5	944.1	944.8
*PN 4	3.24	5.0	65%	84	16.4	25.8	32.4	43.6
*Pond 4 (POA D)					1.7	2.8	10.2	31.2
WS Elevation					951.2	952.0	952.2	952.6
PS	7.31	5.0	65%		36.9	58.2	72.9	98.2
POND SOUTH (POA F)					16.1	27.9	36.7	51.4
WS Elevation					952.6	953.2	953.6	954.1
PE (POA E)	0.70	5.0	65%	84	3.5	5.6	7.0	9.4
TOTAL	19.71							
*FUTURE DEVELOPMENT								

PROPOSED DRAINAGE AREA MAP



LEGEND	
	DEVELOPMENT PROPERTY LINE
	SUBDIVISION LOT LINE
	PROPOSED MAJOR CONTOUR
	PROPOSED MINOR CONTOUR
	EXISTING MAJOR CONTOUR
	EXISTING MINOR CONTOUR
	EXISTING DRAINAGE AREA BOUNDARY
	PROPOSED DRAINAGE AREA BOUNDARY
	DRAINAGE AREA DESIGNATION
	FLOW ARROW

NOTE: ADDITIONAL INFORMATION FOR PRIVATE IMPROVEMENT WILL BE PROVIDED WITH THE SITE PLAN SUBMITTAL.

CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664

THE ENCLAVE AT CRYSTAL FALLS

DRAINAGE AREA MAP

DATE
12/08/2023

PROJECT NO.
23-007.0

DESIGNED BY
BLB

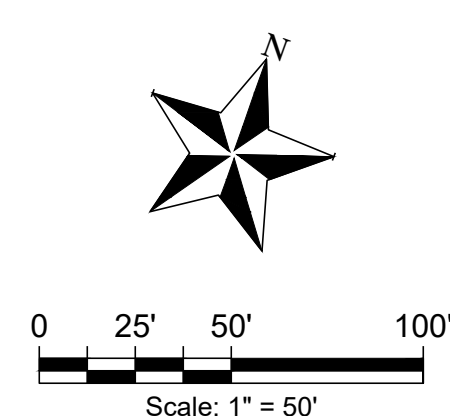
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AHG

REVISIONS	NO.	DATE	DESCRIPTION	BY	CHKD.
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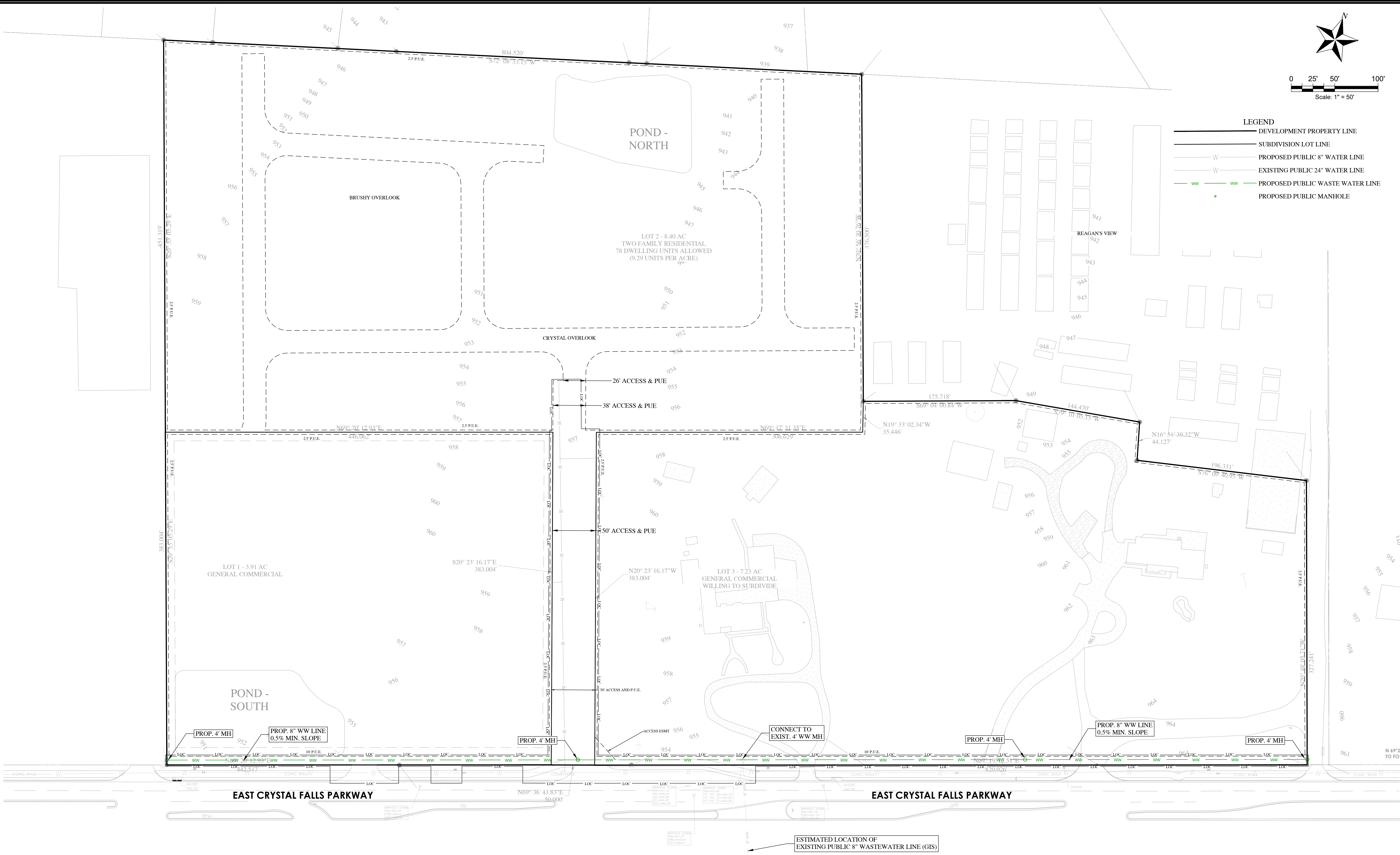
6 OF 12



CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664



- LEGEND
- DEVELOPMENT PROPERTY LINE
 - SUBDIVISION LOT LINE
 - PROPOSED PUBLIC 8" WATER LINE
 - EXISTING PUBLIC 24" WATER LINE
 - PROPOSED PUBLIC WASTE WATER LINE
 - PROPOSED PUBLIC MANHOLE



Wastewater	LUE	Persons	GPD/Person	Total (GPM)
Avg Dry Weather	147.13	412	70.0	20.0
Peak Dry Weather*			280.0	80.1
* Peak Flow Factor per City of Austin Formula:	4.00			
			ACRES	GPM
Inflow and Infiltration (I&I) = 750 gal/acre			21.50	11.2
Peak Wet Weather = Peak Dry Weather + I&I				91.3

*1 LUE = 2.8 Persons

THE ENCLAVE AT CRYSTAL FALLS
WASTEWATER IMPROVEMENTS

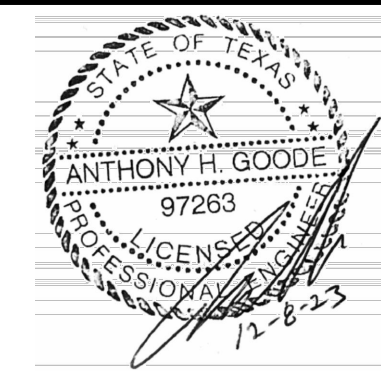
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12/08/2023

PROJECT NO.
23-007.0

DESIGNED BY
BLB

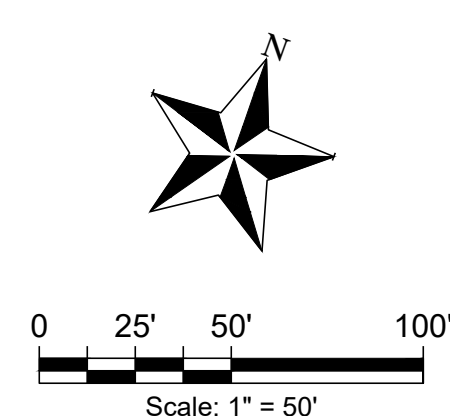
CHECKED BY
AHG

REVISIONS	NO	DATE	DESCRIPTION
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CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664



- LEGEND
- DEVELOPMENT PROPERTY LINE
 - SUBDIVISION LOT LINE
 - PROPOSED PUBLIC 8" WATER LINE
 - EXISTING PUBLIC 24" WATER LINE
 - PROPOSED PUBLIC WASTE WATER LINE
 - PROPOSED MANHOLE

THE ENCLAVE AT CRYSTAL FALLS

WATER IMPROVEMENTS

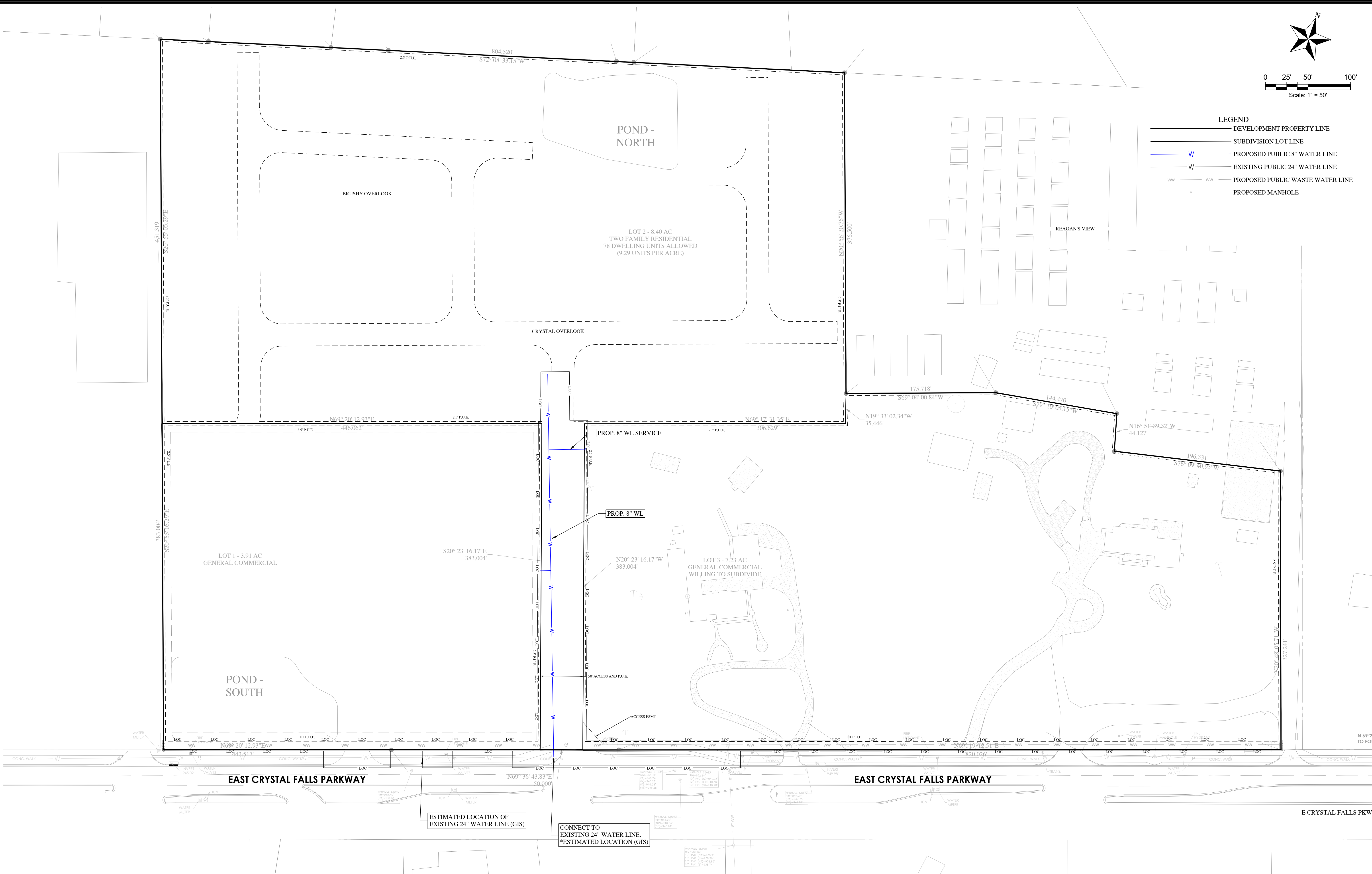
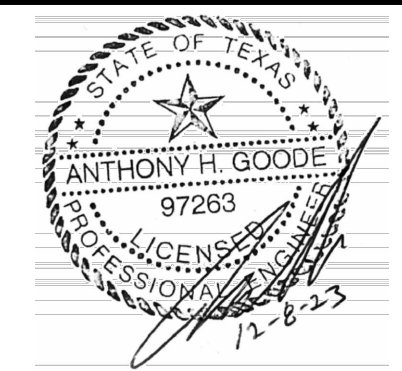
DATE
12/08/2023

PROJECT NO.
23-007.0

DESIGNED BY
BLB

CHECKED BY
AHG

REVISIONS	NO.	DESCRIPTION	DATE	BY	CHECKED BY
	1				
	2				
	3				
	4				
	5				



Utility Cales			
Proposed Building Use	Units	Lue Conversion	LUE
Duplex	39	2 LUE/Unit	78.00
Office (Square Feet of Floor)	46,000	1 LUE/3000 SF	15.33
Office Warehouse (Square Feet of Floor)	20,000	1 LUE/4000 SF	5.00
Retail, Shopping Center (Square Feet of Floor)	39,500	1 LUE/1660 SF	23.80
Restaurant/Cafeteria (Squire Feet of Floor)	5,000	1 LUE/200 SF	25.00
	110,539	Total LUEs	147.13

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Avg Day Demand	147.13	495	268.88	27.5
Peak Day Demand			635.9	65.0
Peak Hour Demand			1194.53	122.0
Fire Flow Demand				1500.0

*1 LUE = 3.36 Persons

Per Model From K Friesse + Associates		
Minimum Pressure =		67 psi (1,119 HGL)
Maximum Pressure =		84 psi (1,135 HGL)
Fire Flow Available =		2,069 gpm at 20 psi residual

KAU, WILLIAM I & KIMBERLY A
RIDGMAR LANDING, BLOCK 2, LOT 32
DOC# 2018009452

BURNS, KAREN S
RIDGMAR LANDING,
BLOCK 2, LOT 32 E 1/2,
DOC# 2013085902

ROWLAND, JOHN L & LENAE A
RIDGMAR LANDING, BLOCK 2, LOT 31
DOC# 19/9952944

SHUFF, MARGARET A
LOT 30A BLOCK 2
RIDGMAR LANDING RESUB
CABINET F, SLIDE 373
P.R.W.C.T

SHUFF, KEVIN BRENT & ANNETTE MARIE
LOT 30B BLOCK 2
RIDGMAR LANDING RESUB
CABINET F, SLIDE 373
P.R.W.C.T

TODD, TERRY & CYNTHIA
LOT 29 BLOCK 2
RIDGMAR LANDING
CABINET D, SLIDE 67
P.R.W.C.T

MDG LEANDER INVESTMENTS
5.17 ACRES
DOC NO. 2018015830
O.P.R.W.C.T

WHITTEN, BRYAN & DAN KRUEGER
5.33 ACRES
DOC NO. 1984012618
O.P.R.W.C.T

EMELIE C. MSDANIEL
5.006 ACRES
DOC NO. 2013029598
O.P.R.W.C.T

CELESTIE H. LEAKEY
5.148 ACRES
VOL. 2001 PG. 434
G.P.R.W.C.T

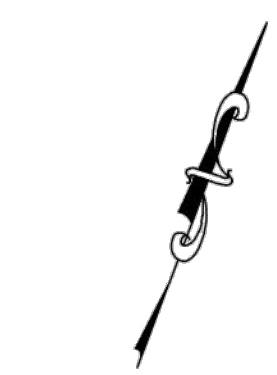
LOT 2 BLOCK 2
5.092 ACRES
DOC NO. 2017028262
P.R.W.C.T

CRYSTAL FALLS HOLDINGS LLC.
4.68 ACRES
DOC NO. 2019099490
O.P.R.W.C.T

19.534 TOTAL ACRES

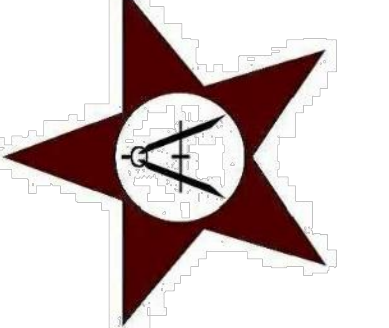
- LEGEND
- 1/2" IRON ROD FOUND (UNLESS NOTED)
 - 1/2" IRON ROD SET
 - CONTROLLING MONUMENT
 - BENCHMARK
 - CONTROL POINT
 - ELECTRIC BOX
 - TELEPHONE PEDESTAL
 - WATER METER
 - ELECTRIC METER
 - MANHOLE
 - GUY WIRE
 - POWER POLE
 - SIGN
 - LIGHT POLE
 - WATER VALVE
 - IRRIGATION CONTROL VALVE
 - WIRE FENCE
 - CLEAN OUT
 - FIRE HYDRANT
 - GAS METER
 - MARKER-UNDERGROUND TELEPHONE
 - MANHOLE-WASTE WATER
 - CONCRETE MONUMENT
 - TREE

0 25 50 100
SCALE (FEET)



REVISIONS

SHERWOOD
SURVEYING & S.U.E.
UTILITIES | RESIDENTIAL | COMMERCIAL | INDUSTRIAL
8477 FM 311, P.O. BOX 882, TEBELS FIRM#1004200
SPRING BRANCH, TEXAS 75070
PHONE (850) 228-5785 FAX (850) 685-2170

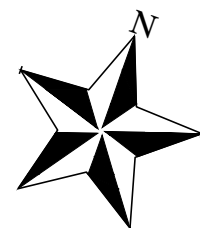


BEING A 19.534 ACRE TRACT OF LAND SITUATED IN THE ELLIAH D. HARMON SURVEY, ABSTRACT NUMBER 6, BEING COMPRISED OF THE FOLLOWING: A 5.33 ACRE TRACT OF LAND, CONVEYED TO BRYAN WHITTEN AND DAN KRUEGER, RECORDED IN DOCUMENT NO. 1984012618, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A 5.006 ACRE TRACT OF LAND CONVEYED TO EMELIE C. MSDANIEL, RECORDED IN DOCUMENT NO. 2013029598, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A 5.148 ACRE TRACT OF LAND CONVEYED TO CELESTIE H. LEAKEY, RECORDED IN VOLUME 2001, PAGE 434, OFFICIAL PUBLIC RECORDS OF WILLIAMSON COUNTY, TEXAS; A 4.511 ACRE TRACT KNOWN AS LOT 1, BLOCK 2, HOLLOWAY ADDITION, RECORDED IN DOCUMENT NO. 2017028262, PLAT RECORDS OF WILLIAMSON COUNTY, TEXAS.

DESIGNED BY: -
CHECKED BY: R. GOODWIN
DRAWN BY: J. FITZGIBBONS
JOB: 21VA002
DATE: 2-14-22
SCALE: 1"=50'

SHEET: 1

OF 1



CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664

LEGEND

- DEVELOPMENT PROPERTY LINE
- SUBDIVISION LOT LINE
- PUBLIC UTILITY EASEMENT
- LOC LOC LIMITS OF CONSTRUCTION - PUBLIC IMPROV
- SIGNIFICANT TREE TO BE REMOVED - PUBLIC
- SIGNIFICANT TREE TO REMAIN - PRIVATE
- SIGNIFICANT TREE TO REMOVED - PRIVATE



THE ENCLAVE AT CRYSTAL FALLS

TREE PROTECTION PLAN (2 of 3)

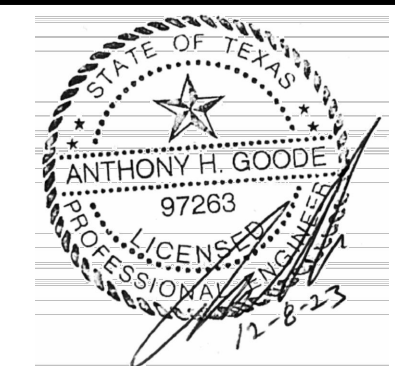
DATE
12/08/2023

PROJECT NO.
23-007.0

DESIGNED BY
BLB

CHECKED BY
AHG

REVISIONS	NO.	DESCRIPTION	DATE	BY	APP.
	1				
	2				
	3				
	4				



TREE PRESERVATION PLAN (PUBLIC IMPROVEMENTS)					
TREE CALIPER INCHES					
TREE SIZE (in caliper inches)	TOTAL INCHES	SAVED INCHES	SAVED INCHES %	REMOVED INCHES	REMOVED INCHES %
8" TO 18"	4311	4052	94%	259	6%
>18" TO 26"	146	146	100%	0	0%
SUBTOTAL 8" TO 26"	4457	4198	94%	259	6%
>26" HERITAGE	0	0	N/A	0	N/A
TOTAL	4457	4198	94%	259	6%

TOTAL TREES					
TREE SIZE (in caliper inches)	TOTAL TREES	SAVED TREES	SAVED TREE %	REMOVED TREES	REMOVED TREES %
8" TO 18"	444	417	94%	27	6%
>18" TO 26"	7	7	100%	0	0%
SUBTOTAL 8" TO 26"	451	424	94%	27	6%
>26" HERITAGE	0	0	N/A	0	N/A
TOTAL	451	424	94%	27	6%

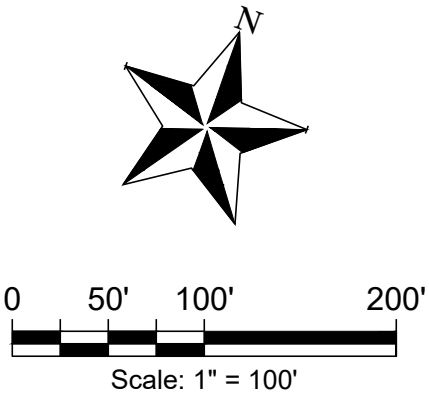
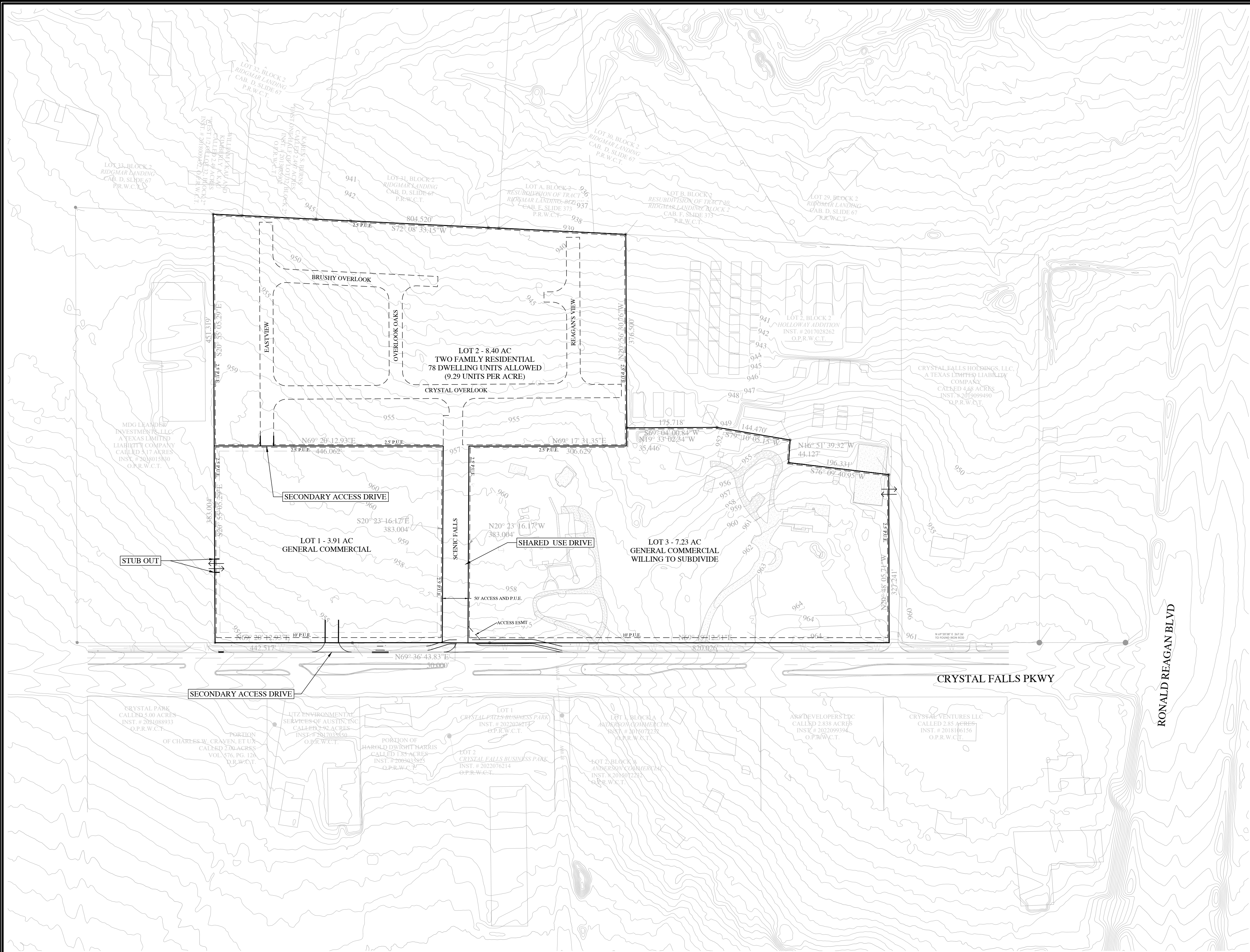
MITIGATION PLAN					
TREE SIZE (in caliper inches)	>50% REMOVAL	1:1 REPLACEMENT	2:1 REPLACEMENT	3:1 REPLACEMENT	FEES
8" TO 18"	0	0	-	-	-
>18" TO 26"	0	-	-	-	-
>26" HERITAGE	0	-	-	0	\$0
TOTAL	0	0	0	0	\$0
8" TO 18" Removed w/o Mitigation	259	-	-	-	-

SURVEYOR
SHERWOOD SURVEYING & S.U.E.
DATE: 14 FEBRUARY 22
FIELD: 04 MAY 23

TREE NUMBER	TREE TYPE	CALIPER INCHES	REMOVED	PROTECTED	HERITAGE	REASON FOR RREMOVAL	PUB/PRIV
1713	OAK	8	8	P		PUBLIC UTIL	PUB
5265	OAK	12	12	P		PUBLIC UTIL	PUB
5266	OAK	10	10	P		PUBLIC UTIL	PUB
5267	OAK	9	9	P		PUBLIC UTIL	PUB
5269	CE	10	10	P		PUBLIC UTIL	PUB
5422	CEDAR	8	8	P		PUBLIC UTIL	PUB
5493	CEDAR	8	8	P		PRIVATE UTIL	PRIV
5568	CEDAR	9	9	P		PRIVATE UTIL	PRIV
8114	CEDAR	8	8	P		PRIVATE UTIL	PRIV
8115	CEDAR	8	8	P		PRIVATE UTIL	PRIV
8153	CEDAR	8	8	P		PUBLIC UTIL	PUB
8165	CEDAR	10	10	P		PUBLIC UTIL	PUB
8167	CEDAR	8	8	P		PUBLIC UTIL	PUB
8201	CEDAR	10	10	P		PUBLIC UTIL	PUB
8202	OAK	9	9	P		PUBLIC UTIL	PUB
8203	CEDAR	9	9	P		PUBLIC UTIL	PUB
8204	OAK	11	11	P		PUBLIC UTIL	PUB
8205	OAK	11	11	P		PUBLIC UTIL	PUB
8225	CEDAR	9	9	P		PUBLIC UTIL	PUB
8226	CEDAR	9	9	P		PUBLIC UTIL	PUB
8227	CEDAR	10	10	P		PUBLIC UTIL	PUB
8239	CEDAR	10	10	P		PUBLIC UTIL	PUB
8241	CEDAR	8	8	P		PUBLIC UTIL	PUB
8242	CEDAR	10	10	P		PUBLIC UTIL	PUB
8245	CEDAR	9	9	P		PUBLIC UTIL	PUB
8246	CEDAR	10	10	P		PUBLIC UTIL	PUB
8247	OAK	8	8	P		PUBLIC UTIL	PUB
5454	CEDAR	12	12	P		PRIVATE UTIL	PRIV
8238a	OAK	14	14	P		PUBLIC UTIL	PUB
8238b	OAK	10	10	P		PUBLIC UTIL	PUB
8238c	OAK	10	10	P		PUBLIC UTIL	PUB
8238d	OAK	9	9	P		PUBLIC UTIL	PUB
1619	OAK	8	8	P			PRIV
1620	OAK	20	20	P			PRIV
1621	OAK	18	18	P			PRIV
1622	OAK	12	12	P			PRIV
1623	ELM	11	11	P			PRIV
1624	OAK	22	22	P			PRIV
1626	ELM	8	8	P			PRIV
1627	ELM	10	10	P			PRIV
1629	ELM	12	12	P			PRIV
1630	OAK	8	8	P			PRIV
1631	OAK	8	8	P			PRIV
1635	OAK	11	11	P			PRIV
1636	OAK	13	13	P			PRIV
1637	OAK	14	14	P			PRIV
1638	OAK	12	12	P			PRIV
1640	OAK	12	12	P			PRIV
1641	OAK	9	9	P			PRIV
1642	OAK	8	8	P			PRIV
1643	OAK	8	8	P			PRIV
1809	CEDAR	12	12	P			PRIV
1810	CEDAR	8	8	P			PRIV
2096	CEDAR	8	8	P			PRIV
2097	CEDAR	8	8	P			PRIV
5518	OAK	8	8	P			PRIV
5555	CEDAR	8		P			PRIV
8013	CEDAR	8		P			PRIV
8014	CEDAR	8	8	P			PRIV
8015	CEDAR	9	9	P			PRIV
8017	CEDAR	8	8	P			PRIV
8024	CEDAR	11	11	P			PRIV
8027	CEDAR	9		P			PRIV
8030	CEDAR	12		P			PRIV
8032	CEDAR	10		P			PRIV
8033	CEDAR	11		P			PRIV
8034	OAK	8		P			PRIV
8036	CEDAR	8		P			PRIV
8065	OAK	8		P			PRIV
8066	CEDAR	8		P			PRIV
1744a	CEDAR	9		P			PRIV
1744b	CEDAR	9		P			PRIV
1801a	OAK	13		P			PRIV
1801b	OAK	12		P			PRIV
1801c	OAK	9		P			PRIV
5508a	OAK	10		P			PRIV
5508b	OAK	9		P			PRIV
5508c	OAK	8		P			PRIV
8060a	OAK	16		P			PRIV
8060b	OAK	9		P			PRIV
8060c	OAK	8		P			PRIV

TREE NUMBER	TREE TYPE	CALIPER INCHES	REMOVED	PROTECTED	HERITAGE	REASON FOR RREMOVAL	PUB/PRIV
1644	OAK	9		P			PRIV
1646	OAK	8		P			PRIV
1647	OAK	15		P			PRIV
1649	OAK	8		P			PRIV
1650	OAK	12		P			PRIV
1651	OAK	23		P			PRIV
1652	OAK	9		P			PRIV
1653	OAK	9		P			PRIV
1654	ELM	13		P			PRIV
1655	OAK	8		P			PRIV
1656	OAK	10		P			PRIV
1657	OAK	9		P			PRIV
1659	OAK	11		P			PRIV
1660	OAK	8		P			PRIV
1661	OAK	12		P			PRIV
1662	OAK	8		P			PRIV
1663	OAK	10		P			PRIV
1664	OAK	8		P			PRIV
1665	OAK	9		P			PRIV
1666	OAK	9		P			PRIV
1667	OAK	10		P			PRIV
1668	OAK	10		P			PRIV
1669	OAK	11		P			PRIV
1670	OAK	8		P			PRIV
1671	OAK	10		P			PRIV
1672	OAK	10		P			PRIV
1674	OAK	10		P			PRIV
1675	OAK	13		P			PRIV
1677	OAK	10		P			PRIV
1678	OAK	13		P			PRIV
1679	OAK	10		P			PRIV
1680	OAK	8		P			PRIV
1681	OAK	12		P			PRIV
1682	OAK	13		P			PRIV
1683	OAK	13		P			PRIV
1684	OAK	15		P			PRIV
1685	OAK	10		P			PRIV
1686	OAK	14		P			PRIV
1687	OAK	8		P			PRIV
1688	OAK	11		P			PRIV
1690	OAK	17		P			PRIV
1691	OAK	8		P			PRIV
1692	OAK	8		P			PRIV
1693	CEDAR	15		P			PRIV
1694	ELM	10		P			PRIV
1695	OAK	9		P			PRIV
1697	OAK	11		P			PRIV
1699	OAK	8		P			PRIV
1702	OAK	8		P			PRIV
1703	OAK	9		P			PRIV
1704	OAK	10		P			PRIV
1705	CEDAR	20		P			PRIV
1706	OAK	12		P			PRIV
1708	OAK	12		P			PRIV
1709	CEDAR	10		P			PRIV
1710	OAK	8		P			PRIV
1711	OAK	8		P			PRIV
1712	OAK	8		P			PRIV
1714	CEDAR	15		P			PRIV
1715	CEDAR	8		P			PRIV
1716	CEDAR	10		P			PRIV
1717	CEDAR	8		P			PRIV
1718	CEDAR	8		P			PRIV
1719	CEDAR	10		P			PRIV
1720	CEDAR	9		P			PRIV
1721	OAK	10		P			PRIV
1722	OAK	15		P			PRIV
1726	CEDAR	9		P			PRIV
1727	OAK	12		P			PRIV
1729	OAK	11		P			PRIV
1730	OAK	10		P			PRIV
1731	CEDAR	9		P			PRIV
1732	CEDAR	13		P			PRIV
1734	OAK	12		P			PRIV
1736	CEDAR	8		P			PRIV
1738	OAK	15		P			PRIV
1739	CEDAR	15		P			PRIV
1740	OAK	10		P			PRIV
1741	CEDAR	8		P			PRIV
1742	CEDAR	15		P			PRIV
1748	CEDAR	9		P			PRIV
1749	CEDAR	9		P			PRIV
1750	CEDAR	11		P			PRIV
1751	OAK	14		P			PRIV
1752	CEDAR	9		P			PRIV
1753	OAK	12		P			PRIV
1754	CEDAR	10		P			PRIV
1755	CEDAR	8		P			PRIV
1756	CEDAR	9		P			PRIV
1757	CEDAR	8		P			PRIV
1758	CEDAR	8		P			PRIV
1759	CEDAR	8		P			PRIV
1802	OAK	17		P			PRIV
1804	CEDAR	10	10	P			PRIV
1805	CEDAR	9	9	P			PRIV
1806	CEDAR	8		P			PRIV
1817	CEDAR	13		P			PRIV
1818	CEDAR	10		P			PRIV
1835	OAK	13		P			PRIV
1836	CEDAR	10		P			PRIV
1837	CEDAR	8		P			PRIV
1873	OAK	10		P			PRIV
1874	OAK	9		P			PRIV
1875	OAK	9	9	P			PRIV
1876	OAK	8	8	P			PRIV
2108	CEDAR	8		P			PRIV
2109	CEDAR	8	8	P			PRIV
5113	OAK	10		P			PRIV
5114	OAK	20		P			PRIV
5119	OAK	12		P			PRIV
5120	OAK	8		P			PRIV
5121	OAK	8		P			PRIV
5123	OAK	11		P			PRIV
5272	OAK	8		P			PRIV
5275	OAK	8		P			PRIV
5293	OAK	8		P			PRIV
5294	OAK	9		P			PRIV
5301	OAK	10		P			PRIV
5303	OAK	8		P			PRIV
5304	OAK	8		P			PRIV
5305	OAK	8		P			PRIV
5306	OAK	10		P			PRIV
5307	OAK	10		P			PRIV
5308	OAK	9		P			PRIV
5309	OAK	9		P			PRIV
5313	OAK	9		P			PRIV

TREE NUMBER	TREE TYPE	CALIPER INCHES	REMOVED	PROTECTED	HERITAGE	REASON FOR RREMOVAL	PUB/PRIV
5317	OAK	8		P			PRIV
5318	OAK	8		P			PRIV
5319	OAK	8		P			PRIV
5321	OAK	8		P			PRIV
5342	OAK	14		P			PRIV
5351	OAK	20		P			PRIV
5392	OAK	8		P			PRIV
5393	OAK	8		P			PRIV
5397	OAK	8		P			PRIV
5398	OAK	9		P			PRIV
5403	OAK	9		P			PRIV
5404	OAK	9		P			PRIV
5405	OAK	8		P			PRIV
5406	OAK	8	8	P			PRIV
5407	OAK	8	8	P			PRIV
5424	CEDAR	8	8	P			PRIV
5433	CEDAR	8	8	P			PRIV
5434	CEDAR	8	8	P			PRIV
5435	CEDAR	10	10	P			PRIV
5437	OAK	9		P			PRIV
5439	OAK	8	8	P			PRIV
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5442	CEDAR	10	10	P			PRIV
5444	CEDAR	10	10	P			PRIV
5451	CEDAR	9	9	P			PRIV
5453	CEDAR	8	8	P			PRIV
5461	CEDAR	8		P			PRIV
5465	CEDAR	9	9	P			PRIV
5466	CEDAR	8		P			PRIV
5480	CEDAR	8	8	P			PRIV
5481	CEDAR	8	8	P			PRIV
5483	CEDAR	8	8	P			PRIV
5487	CEDAR	12		P			PRIV
5489	CEDAR	10	10	P			PRIV
5491	CEDAR	9	9	P			PRIV
5495	CEDAR	9	9	P			PRIV
5498	CEDAR	9		P			PRIV
5501	CEDAR	8	8	P			PRIV
5504	CEDAR	9	9	P			PRIV
5506	OAK	8	8	P			PRIV
5507	CEDAR	12	12	P			PRIV
5533	OAK	12	12	P			PRIV
5535	CEDAR	10		P			PRIV
5536	CEDAR	13		P			PRIV
5537	CEDAR	8		P			PRIV
5539	CEDAR	8		P			PRIV
5549	OAK	8	8	P			PRIV
5554	OAK	11	11	P			PRIV
5556	OAK	8	8	P			PRIV
5561	OAK	9	9	P			PRIV
5565	CEDAR	8	8	P			PRIV
8006	CEDAR	10		P			PRIV
8009	CEDAR	9	9	P			PRIV
8010	CEDAR	9		P			PRIV
8015	CEDAR	8		P			PRIV
8020	CEDAR	8		P			PRIV
8023	CEDAR	8		P			PRIV
8040	CEDAR	10	10	P			PRIV
8041	OAK	10	10	P			PRIV
8042	OAK	9	9	P			PRIV
8047	CEDAR	8	8	P			PRIV
8048	CEDAR	12	12	P			PRIV
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8054	CEDAR	9	9	P			PRIV
8055	CEDAR	8	8	P			PRIV
8056	CEDAR	8	8	P			PRIV
8057	CEDAR	17		P			PRIV
8061	CEDAR	15		P			PRIV
8062	CEDAR	9		P			PRIV
8063	OAK	18		P			PRIV
8075	CEDAR	8		P			PRIV
8085	CEDAR	9		P			PRIV
8087	CEDAR	9		P			PRIV
8088	CEDAR	9		P			PRIV
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8091	CEDAR	8		P			PRIV
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8097	CEDAR	9		P			PRIV
8099	CEDAR	10	10	P			PRIV
8102	CEDAR	9	9	P			PRIV
8106	CEDAR	8		P			PRIV
8111	CEDAR	12	12	P			PRIV
8112	CEDAR	13	13	P			PRIV
8119	CEDAR	8	8	P			PRIV
8120	CEDAR	9	9	P			PRIV
8121	CEDAR	13	13	P			PRIV
8124	CEDAR	8		P			PRIV
8127	CEDAR	8	8	P			PRIV
8129	CEDAR	8	8	P			PRIV
8132	CEDAR	8		P			PRIV
8149	CEDAR	8	8	P			PRIV
8150	CEDAR	8	8	P			PRIV
8151	CEDAR	13	13	P			PRIV
8152	CEDAR	13		P			PRIV
8154	OAK	8	8	P			PRIV
8157	CEDAR	8		P			PRIV
8161	CEDAR	8		P			PRIV
8164	CEDAR	8	8	P			PRIV
8169	OAK	8	8	P			PRIV
8170	OAK	8	8	P			PRIV
8171	OAK	8	8	P			PRIV
8172	OAK	9	9	P			PRIV
8188	OAK	8	8	P			PRIV
8189	OAK	8	8	P			PRIV
8191	OAK	14	14	P			PRIV
8193	OAK	8	8	P			PRIV
8198	CEDAR	11	11	P			PRIV
8199	CEDAR	8	8	P			PRIV
8200	CEDAR	9	9	P			PRIV
8209	CEDAR	8	8	P			PRIV
8218	CEDAR	9	9	P			PRIV
8220	CEDAR	9	9	P			PRIV
8223	CEDAR	12		P			PRIV
8228	CEDAR	9	9	P			PRIV
8229	CEDAR	8	8	P			PRIV
8234	OAK	9		P			PRIV
8235	OAK	9		P			PRIV
8236	OAK	10		P			PRIV
8249	CEDAR	9		P			PRIV
8250	CEDAR	8	8	P			PRIV
8252	OAK	8	8	P			PRIV
8253	OAK	10	10	P			PRIV



- LEGEND
- DEVELOPMENT PROPERTY LINE
 - SUBDIVISION LOT LINE
 - W — PROPOSED PUBLIC 8" WATER LINE
 - W — EXISTING PUBLIC 24" WATER LINE
 - ww — PROPOSED PUBLIC WASTE WATER LINE
 - PROPOSED PROPOSED MANHOLE

PARK PLAN		
TOTAL NUMBER OF DWELLING UNITS		78
REQUIRED PARKLAND AREA	(78 DU)/100 X 3.5AC PER DU =	2.73 AC
PARK IMPROVEMENTS REQUIRED	78 DU X \$400 PER DU =	\$31,200
PARKLAND FEE-IN-LIEU	78 DU X \$1050 PER DU =	\$81,900
	TOTAL	\$113,100

NOTE:
ANTICIPATE FEE WILL BE PAID IN LIEU OF RECREATION IMPROVEMENT.
TO BE RE-EVALUATED WITH THE RESIDENTIAL SITE PLAN PERMIT APPLICATION AND CREDIT FOR
NEIGHBORHOOD PARK IMPROVEMENTS MAY BE DISCUSSED.



CIVIL ENGINEERING AND PLANNING
(972) 822 - 1682
TYPE FIRM REGISTRATION NO. F-22664

THE ENCLAVE AT CRYSTAL FALLS

PARKS PLAN

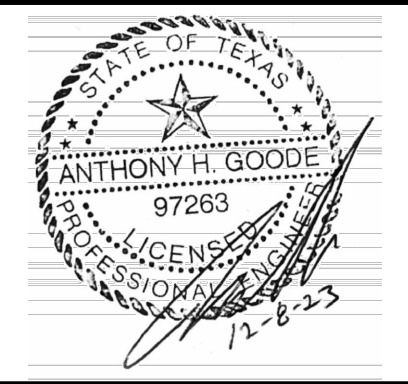
DATE
12/08/2023

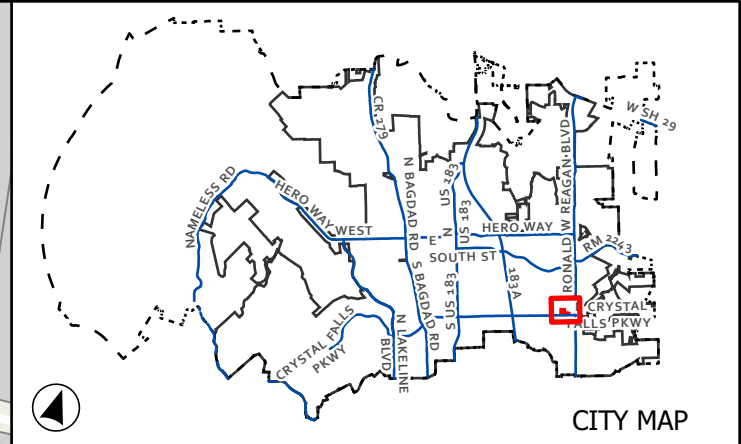
PROJECT NO.
23-007.0

DESIGNED BY
BLB

CHECKED BY
AHG

REVISIONS	DESCRIPTION	APPROVAL					
		NO.	1.	2.	3.	4.	5.





CASE: CP-23-0024 ATTACHMENT 2 THE ENCLAVE AT CRYSTAL FALLS

Location Map

This map has been produced by the City of Leander for informational purposes only. No warranty is made by the City regarding completeness or accuracy. This data should not be construed as a legal description or survey instrument. No responsibility is assumed for damages or other liabilities due to the accuracy, availability, completeness, use or misuse of the information herein provided.

0 150 300

Feet

- City Limits
- ETJ Boundary
- Subject Boundary

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**MINUTES
PLANNING & ZONING COMMISSION MEETING
CITY OF LEANDER, TEXAS**

Pat Bryson Municipal Hall
201 North Brushy Street - Leander, Texas
Thursday, January 25, 2024
Regular Meeting at 6:00 PM



**Place 1 – Donnie Mahan
Place 2 – John Cosgrove
Place 3 – Ron May
Place 4 – Deirdre Moss**

**Place 5 – James Oliver, Vice Chair
Place 6 – Laura Lantrip, Chair
Place 7 – Scott Calame
Staff Liaison – Robin Griffin**

REGULAR MEETING

1. Call to Order. at 6:00 p.m.
2. Roll Call
All Commissioners were present except Commissioner May and Commissioner Moss.
3. Director's report to the Planning & Zoning Commission on action taken by City Council on the January 18, 2024, meeting.
4. Review of meeting protocol.
5. Public comments on items not listed in the agenda.

Public comments on items listed in the agenda will be heard at the time each item is discussed.

[All comments are limited to no more than 3 minutes (6 minutes if translation is needed) per individual.
No one wished to speak

CONSENT AGENDA: ACTION

6. Approval of Subdivision Case FP-23-0112 regarding Northline Block M, Lots 25 - 29 Final Plat on one (1) parcel of land approximately 0.308 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District parcel R566425; generally located northwest of the intersection of Pullman Street and John Webster Street, Leander, Williamson County, Texas.
7. Approval of Minutes.
Motion: To approve the Consent Agenda Items 6 & 7.
By: Commissioner John Cosgrove
Seconded: Vice Chair James Oliver

Yes: Donnie Mahan, John Cosgrove, James Oliver, Laura Lantrip, Scott Calame
No: None
Abstain: None

PUBLIC HEARING: ACTION

8. Conduct a Public Hearing regarding Subdivision Case CP-23-0024 to adopt the Enclave at Crystal Falls Concept Plan and Preliminary Plat on four (4) parcels of land approximately 19.53 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R031345, R031341, R031342, and R559253; generally located on the north side of East Crystal Falls Parkway approximately 1,000 feet west of Ronald W. Reagan Boulevard., Leander, Williamson County, Texas.

- Discuss and consider action regarding Subdivision Case CP-23-0024 as described above.

Motion: To approve the Enclave at Crystal Falls Concept Plan and Preliminary Plat.

By: Commissioner Donnie Mahan

Seconded: Vice Chair James Oliver

Yes: Donnie Mahan, John Cosgrove, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

9. Conduct a Public Hearing regarding Zoning Case Z-23-0082 to amend the current zoning of SFR-2-B (Single-Family Rural) and LC-2-B (Local Commercial) to Oakmont PUD (Planned Unit Development) with the base zoning districts of SFS-2-A (Single-Family Suburban), LC-2-A (Local Commercial) and GC-3-A (General Commercial) on six (6) parcels of land approximately 50.31 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcels R473796, R324593, R324592, R412990, R594957, and R594958; and to the east of the intersection of CR 274 and Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Zoning Case Z-23-0082 as described above.

Chair Lantrip rescued herself from the dais at 6:04 p.m.

Sheri Wood and Vardhan Annem spoke against

Danny Adams had traffic safety concerns.

Motion: To deny the Oakmont PUD.

By: Commissioner Cosgrove

Seconded: Commissioner Calame

Yes: Donnie Mahan, John Cosgrove, Scott Calame, Jame Oliver

No: None

Rescused: Chair Laura Lantrip

Vice Chair Oliver called a five-minute break at 6:22 p.m. Chair Lantrip returned to the dais at 6:24 p.m and open the meeting at 6:27 p.m.

10. Conduct a Public Hearing and consider action regarding Comprehensive Plan Case CPA-23-0009 to amend the Comprehensive Plan land use category from Multi-Use Corridor to Neighborhood Residential and consider action regarding Zoning Case Z-23-0102 to amend the current zoning of Interim SFR-1-B (Single-Family Rural) and Interim SFR-2-B (Single-Family Rural) to SFS-2-B (Single-Family Suburban) on seven (7) parcels of land approximately 234 acres $\pm$ in size, more particularly described by Williamson Central Appraisal District Parcel R485247, R485248, R031575, R392187, R392188, R031534, and R031533; and more commonly known as 14750 Ronald W. Reagan Boulevard, Leander, Williamson County, Texas.

- Discuss and consider action regarding Comprehensive Plan Case CPA-23-0009 as described above.
- Discuss and consider action regarding Zoning Case Z-23-0102 as described above.

David Smith submitted his online comment that he was against this zoning case. Chair Lantrip read it into the record.

Motion: To approve the Comprehensive Plan Amendment

By: Commissioner John Cosgrove

Seconded: Commissioner Donnie Mahan

Yes: Donnie Mahan, John Cosgrove, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

Motion: To deny the zoning request

By: Commissioner John Cosgrove

Seconded: Vice Chair Oliver

Yes: Donnie Mahan, John Cosgrove, James Oliver, Laura Lantrip, Scott Calame

No: None

Abstain: None

REGULAR AGENDA

11. Adjournment at 6:47 p.m.

APPROVED

CHAIR

ATTEST:

PLANNING AND ZONING SECRETARY



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Discuss and consider action on Fiscal Year 2025 Budget Planning, Calendar, Guidelines, and Objectives.

BACKGROUND:

In preparation for the upcoming Fiscal Year 2025 budget, staff would like to brief Council on the preliminary schedule and milestones as well as take opportunity to solicit City Council input regarding any particular goals, guidelines, objectives and/or focus areas that Councilmembers may be particularly interested in.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

No formal approval is required, however City Council input is welcomed.

PRESENTER:

Robert G. Powers, Executive Finance Director

Fiscal Impact

Attachments:

1. FY 25 Budget Schedule & Planning_2-1-24

FY 25 Budget Schedule & Planning

City Council Meeting

February 1, 2024

FY25 BUDGET SCHEDULE

OPERATING BUDGET

- - **February** – Finance prepares budgeting software for release to depts.
- - **March** – Depts begin entering budget submittals into software.
- - **March** – Finance begins forecasting FY25 revenues.
- - **April** – Finance schedules two (2) meetings with Depts to review FY25 budget submittals.
- - **May** – City Manager reviews Dept budgets with Directors.

FY25 BUDGET SCHEDULE

OPERATING BUDGET (con'td)

- - **May** – Finance meets with City Manager to review revenue forecasts.
- - **June & July** – City Manager finalizes decisions on in's/out's and works with Finance to balance the proposed budget.
- - **by August 7** – City receives Truth-in-Taxation Worksheet prepared by Williamson County Tax Office; votes on maximum tax rate to be considered; sets public hearing.
- - **Sept 1-7** – After public hearing, City Council votes to adopt budget with or without amendments.
 - City Council considers 1st Reading of proposed tax rate.
- - **Sep 8-15** – City Council votes on 2nd & Final Reading of the tax rate.

FY25 BUDGET SCHEDULE

CAPTIAL IMPROVEMENTS PLAN (CIP)

- - **February** – CIP Team issues call to Depts. for projects to be submitted (timeframe to include FY25 thru FY29)
- - by March 31 – deadline to submit CIP projects to CIP Team.
- - by April 30 – CIP Team begins balance CIP projects with revenue forecasts (in coordination with Finance.)
- - Mid-May – City Manager & CIP Team meet to review projects.
- - by June 30 – City Manager finalizes decisions regarding the proposed CIP.
- - by July 31 – funding for CIP projects that occur in FY25 are incorporated into the proposed FY25 Operating Budget document.

FY25 BUDGET SCHEDULE

CAPTIAL IMPROVEMENTS PLAN (CIP) (cont'd)

- - **August** – City Council work session(s) to review proposed CIP Plan.
- - **September** – City Council adopts CIP Plan with or without amendments.

FY25 BUDGET PLANNING

FOCUS AREA

EMPHASIS

Staffing

(more) (less) (same)

- Additions
- Recruitment
- Retention
- Compensation & Benefits

Economic Development

(more) (less) (same)

- Incentives / Strategy / Targets
- Allocating Reserves

Community Outreach & Engagement

(more) (less) (same)

- Development (zoning; neighborhoods; commercial)
- Public Safety
- Water Conservation
- Volunteer Opportunities

FY25 BUDGET PLANNING

FOCUS AREA

EMPHASIS

Grants & Partnerships

(more) (less) (same)

- Focus Areas

Quality of Life

(more) (less) (same)

- Recreation & Parks
- Library
- Events
- Traffic & Transportation

Council Priorities

(discuss)

- Old Town
- Comprehensive Plan
- Capital Improvements Plan (2025-2029)



EXECUTIVE SUMMARY
2/1/2024

AGENDA SUBJECT:

Discuss and consider action on a Resolution in support of temporary actions deemed necessary to implement Phase 4 response measures as described in the Water Conservation and Drought Contingency Plan.

BACKGROUND:

Starting Wednesday, Feb. 28, contractors for the Brushy Creek Regional Utility Authority (BCRUA) will begin replacing approximately 1,400 feet of 36-inch underwater pipeline used to convey raw water from Lake Travis to the BCRUA water treatment plant, Leander's primary source for potable water. Project construction will require a shutdown of the BCRUA water treatment plant, thereby reducing Leander's overall capacity of potable water from 25 million gallons per day (MGD) to 9 MGD.

In order to curtail water demands and consumption, Leander will transition to Phase 4 emergency conservation measures starting Monday, Feb. 12, in an effort to reduce all nonessential water uses. According to the City's Water Conservation and Drought Contingency Plan approved October 10, 2023, customers shall adhere to Phase 4 response measures when there are major water line breaks or pump system failures that cause substantial loss of ability to provide water service, and when water demand approaches a reduced delivery capacity for all or part of the system.

In 2023, City water consumption demands through March and April averaged 8.9 MGD with multiple days exceeding 10 MGD, and water consumption demands in January 2024 averaged 8.7 MGD with multiple days exceeding 10 MGD. Until construction to replace the 1,400 feet of 36-inch underwater pipeline used to convey raw water from Lake Travis to the BCRUA Water Treatment Plant is complete, thereby returning the City's water treatment capacity from 9 MGD to 24.1 MGD, Staff is seeking Council's approval of a resolution describing certain Phase 4 emergency response measures needed to sustain reduced overall water demands during pipeline construction.

HISTORY/TIMELINE:

APPLICANT/AGENT:

RECOMMENDATION:

Staff is seeking Council approval of the Resolution.

PRESENTER:

Fiscal Impact

Attachments:

1. Resolution

A RESOLUTION OF THE CITY OF LEANDER, TEXAS

RESOLUTION NO. _____

A RESOLUTION IN SUPPORT OF TEMPORARY ACTIONS DEEMED NECESSARY TO IMPLEMENT PHASE 4 RESPONSE MEASURES AS DESCRIBED IN THE WATER CONSERVATION AND DROUGHT CONTINGENCY PLAN.

WHEREAS, the cities of Cedar Park, Leander, and Round Rock are participating cities in the Brushy Creek Regional Utility Authority, Inc. (BCRUA), which was formed to develop a regional system for treating and distributing water from Lower Colorado River Authority sources; and

WHEREAS, in January 2021, September 2022, and February 2023, BCRUA conducted repairs on a certain failed section of 36-inch underwater pipeline used to convey raw water from Lake Travis to the BCRUA Water Treatment Plant, which is the City of Leander's primary water treatment source; and

WHEREAS, on May 4, 2023, the City authorized BCRUA to purchase 1,400 feet of new 36-inch ductile-iron pipe, and from February 28, 2024, through at least March 31, 2024, BCRUA contractors will commence construction to replace the pipeline section which had been subject to previous repairs; and

WHEREAS, in 2024, the City's total operating water treatment capacity is 24.1 million gallons per day (MGD) between the Sandy Creek Water Treatment Plant (9 MGD) and the BCRUA Water Treatment Plant (15.1 MGD), and pipeline construction will require a shutdown of the BCRUA Water Treatment Plant, thereby reducing Leander's overall capacity of potable water to 9 MGD; and

WHEREAS, in 2023, City water consumption demands through March and April averaged 8.9 MGD with multiple days exceeding 10 MGD, and water consumption demands in January 2024 averaged 8.7 MGD with multiple days exceeding 10 MGD; and

WHEREAS, according to the City's Water Conservation and Drought Contingency Plan approved October 10, 2023, customers shall adhere to Phase 4 response measures when there are major water line breaks or pump system failures that cause substantial loss of ability to provide water service, and when water demand approaches a reduced delivery capacity for all or part of the system; and

WHEREAS, the Interim City Manager has determined that Phase 4 response measures are necessary starting Monday, February 12, 2024, through at least March 31, 2024, to protect public health, safety, and welfare; and

WHEREAS, to manage water supply, the City will severely restrict or prohibit, as appropriate, all water system uses in the affected service area, which includes all City of Leander water customers.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LEANDER, TEXAS THAT:

Until construction to replace the 1,400 feet of 36-inch underwater pipeline used to convey raw water from Lake Travis to the BCRUA Water Treatment Plant is complete, thereby returning the City's water treatment capacity from 9 MGD to 24.1 MGD, Leander City Council will support Phase 4 emergency response measures needed to sustain reduced overall water demands during pipeline construction. Temporary measures may include, but are not limited to:

- (1) Cease water main and line flushing unless necessary to maintain regulatory compliance or for public health, safety, and welfare.
- (2) Cease or direct shutoff of all landscape irrigation at City-owned facilities, rights-of-way, public park areas, and public landscape areas.
- (3) Cease issuance of new bulk meters and direct shutoff of bulk meters currently connected to the water system.
- (4) Cease issuance of new water meters unless a project is deemed necessary to resolve the water system failure.
- (5) Cease issuance of permits for new, additional, or expanded irrigation systems.
- (6) Cease approval of permit applications for new, additional, or expanded swimming pools; and restrict filling of pools unless the source of water used is external to the water system.
- (7) Direct wholesale water customers to either implement similar mandatory conservation measures or cease water supply to the wholesale customer.
- (8) Monitor conditions and water usage as necessary to ensure compliance with emergency response measures.
- (9) Enforce mandatory conservation actions to ensure water system demand reductions.

DULY PASSED AND APPROVED this the 1st day of February, 2024.

CITY OF LEANDER, TEXAS

Christine DeLisle, Mayor

ATTEST:

Dara Crabtree, City Secretary